



# **A G E N D A**

## **OCONEE COUNTY COUNCIL MEETING**

### **October 5, 2021**

### **6:00 PM**

Council Chambers, Oconee County Administrative Offices  
415 South Pine Street, Walhalla, SC

#### **Call to Order**

#### **Moment of Silence**

#### **Invocation by County Council Chaplain**

#### **Pledge of Allegiance to the Flag of the United States of America**

#### **Approval of Minutes**

- September 21, 2021 Regular Minutes

#### **County Attorney Comments**

#### **County Administrator Comments**

#### **Proclamations**

**PROCLAMATION 2021-13** A PROCLAMATION HONORING MR. JULES GROSJEAN, OCONEE AIRPORT OPERATIONS SUPERVISOR, UPON HIS RETIREMENT

**PROCLAMATION 2021-14** A PROCLAMATION HONORING MR. DANIEL MATHIS, OCONEE COUNTY ROCK QUARRY EQUIPMENT OPERATOR IV, UPON HIS RETIREMENT

#### **Public Comment Session**

*[Limited to a total of forty (40) minutes, four (4) minutes per person]*

*If you are not able to attend in person and you have a comment, you may submit it by emailing [ksmith@oconeesc.com](mailto:ksmith@oconeesc.com) or calling 864-718-1023, so that your comment may be read it into the record.*

#### **Council Member Comments**

#### **Public Hearings for the Following Ordinances**

*If you would like to be heard during either of the public hearings, please contact Clerk to Council Katie Smith at [ksmith@oconeesc.com](mailto:ksmith@oconeesc.com) or 864-718-1023 so that your participation by may be coordinated.*

#### **COUNCIL MEMBERS**

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

**Ordinance 2021-20** “AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF SENECA (“SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SENECA WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.”

*As directed by Council on August 17, 2021*

### **Third Reading of the Following Ordinances**

**Ordinance 2021-20** [see caption above]

### **Second Reading of the Following Ordinances**

**Ordinance 2021-21** “AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING TWO MILLION, FOUR HUNDRED AND SEVENTY-FOUR THOUSAND, EIGHTY AND 00/100 (\$2,474,080.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER / WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF WALHALLA (“WALHALLA WATER / WASTEWATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO TWO MILLION, FOUR HUNDRED AND SEVENTY-FOUR THOUSAND, EIGHTY AND 00/100 (\$2,474,080.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE WALHALLA WATER / WASTEWATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.”

*As directed by Council on September 7, 2021*

### **First Reading of the Following Ordinances**

**Ordinance 2021-23** -- *TO BE CONSIDERED AFTER EXECUTIVE SESSION*

**Ordinance 2021-24** AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$1,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE KEOWEE FIRE TAX DISTRICT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE

#### **COUNCIL MEMBERS**

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Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.

**First & Final Reading of the Following Resolutions**  
**RESOLUTION 2021-11**

A RESOLUTION CERTIFYING CERTAIN REAL PROPERTY IN OCONEE COUNTY AS AN ABANDONED TEXTILE MILL SITE, INCLUDING PARCELS IDENTIFIED BY TAX MAP NUMBERS 210-00-01-003, 210-00-01-073, 210-00-01-024, AND 210-00-01-023.

**Discussion Regarding Action Items**

**Council approval of Oconee County Conservation Bank expenditure in the amount of \$29,999 for a conservation easement to Oconee Soil & Water Conservation District - William C. Keese, 40.09 acres approved unanimously by the Oconee County Conservation Bank Board on Wednesday, September 29, 2021.**

**Council Approval of In-kind Materials in an amount not to exceed \$30,000 for the Foothills Agriculture Resource and Marketing (FARM) Center**

Since receiving a South Carolina Department of Agriculture Community grant in 2019, the FARM Center has been working to expand the footprint of the fairgrounds to enlarge educational and agricultural displays for major events, add an access road, and expand parking.

The FARM Center also supports other charitable groups within Oconee County, such as band boosters, baseball teams, FFA and ROTC programs at local schools, the Shriners and the Masons. Additionally, the FARM Center has increased the USDA/DSS Senior Voucher program in Oconee County by creating Market Tokens for seniors to have more dollars to spend on fresh, local, healthy foods. The farmers' market attracted 350 to 450 visitors weekly last year, 80 percent of which were visitors from outside Oconee County, and over 11,000 people pass through the FARM Center annually. In-kind materials will help continue these and other future improvements to the FARM Center property.

**It is the staff's recommendation that Council approve in-kind materials in an amount not to exceed \$30,000 for the Foothills Agriculture Resource and Marketing Center for the continuation of improvements.**

**Purchase of Extreme Network Switches Department: IT Amount: \$ 180,985.10**

This purchase is for the replacement of all of the access layer switches at Pine Street and remote locations with Extreme Network switches to include five-year hardware and software support. Extreme Network switches provide advanced network edge features, including cloud-enabled management, on-demand provisioning, and secure branch routing, to provide fast, reliable, and secure wired connectivity.

The current switches are 7-10 years old and have reached their end of life and no longer have technical support. The purchase of the Extreme Network switches will provide an improved infrastructure with simplified management and serviceability. The network refresh will allow Oconee County IT the capability of managing its data, voice and wireless throughout the County upon completion of the county-wide implementation. The new switches will be managed with a cloud-based system. The County is currently utilizing the Extreme Network wireless infrastructure that will tie in with the cloud portal for management.

**It is the staff's recommendation that Council:**

- 1. Approve the purchase of the county wide Extreme Network switches in the amount of \$180,985.10;**

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Julian Davis, III, Chair Pro Tem, District IV Matthew Durham, District II  
Glenn Hart, District V

2. **Authorize the County Administrator to execute the Payment Plan Agreement in substantially the same form as attached hereto (or with such material changes as benefit the County, upon advice of the County Attorney), along with such other documents necessary to effect this purchase.**

## **Council Committee Reports**

*None scheduled for this meeting.*

## **Board & Commission Appointments**

*The Board & Commission seats listed below are co-terminus with Council District seats and will require [in the 1<sup>st</sup> quarter of 2021] appointment and/or reappointment as follows:*

### **Building Codes Appeal Board**

1 At-Large Seat: No questionnaire on file for this seat

## **Executive Session**

*[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]*

*For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:*

*[1] Receive legal advice and discuss potential litigation related to public nuisance and related issues and complaints.*

*[2] Receive legal advice and discuss potential contractual matter regarding County-owned real property.*

*[3] Discuss an Economic Development matter, Project Queso.*

*[4] Discuss an Economic Development matter, Project Ruby Slipper.*

**Ordinance 2021-23**                    AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND FAIRVIEW COMMUNITY CHURCH AS LESSEE FOR CERTAIN REAL PROPERTY LOCATED AT 16 PADGETT STREET, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

## **Adjourn**

### **COUNCIL MEMBERS**

John Elliott, Chair, District I                    Paul Cain, Vice-Chair, District III  
Julian Davis, III, Chair Pro Tem, District IV                    Matthew Durham, District II  
Glenn Hart, District V



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2021-13**

**A PROCLAMATION HONORING MR. JULES GROSJEAN, OCONEE  
AIRPORT OPERATIONS SUPERVISOR, UPON HIS RETIREMENT**

**WHEREAS**, Mr. Jules Grosjean, a resident of Walhalla, South Carolina, began working at the Oconee County Regional Airport as an Airport Line Attendant on April 17, 2000; and

**WHEREAS**, Mr. Grosjean later served as Operations Supervisor for Airport Director Kevin Short and continued under the same capacity for current Airport Director Jeff Garrison; and

**WHEREAS**, Mr. Grosjean oversaw aviation operations and airport projects, demonstrating exemplary customer service to all airport patrons and providing assistance to various officials, members of the public and fellow staff; and

**WHEREAS**, Mr. Grosjean consistently proved himself as a knowledgeable and committed staff member, dedicated to providing airport safety and operations guidance and readily lending a hand wherever needed; and

**WHEREAS**, his colleagues recognized him as a steadfast, motivated individual who stayed calm under pressure, took pride in his work and was ever vigilant when performing various duties around the airport terminals; and

**WHEREAS**, after twenty-one years of service to the citizens of Oconee County as well as the patrons of the Oconee County Regional Airport, Mr. Grosjean retired on August 21, 2021.

**NOW, THEREFORE**, we, the Oconee County Council, do hereby recognize and express our sincere gratitude for Mr. Grosjean's dedication and commitment to the County and congratulate him on the occasion of his retirement.

**APPROVED AND ADOPTED** this 5<sup>th</sup> day of October, 2021.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
John Elliott, Chairman of County Council  
Oconee County, South Carolina

Attest: \_\_\_\_\_  
Interim Clerk to Council  
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2021-14**

**A PROCLAMATION HONORING MR. DANIEL MATHIS, OCONEE COUNTY  
ROCK QUARRY EQUIPMENT OPERATOR IV UPON HIS RETIREMENT**

**WHEREAS**, Mr. Daniel Mathis, a resident of Long Creek, South Carolina; began working as a full-time, Oconee County employee on October 17, 1994; and

**WHEREAS**, Mr. Mathis initially worked as an Equipment Operator in the Roads & Bridges Department before transferring to the Oconee County Rock Quarry on July 20, 2015; and

**WHEREAS**, on December 17, 2018, Mr. Mathis was promoted to Equipment Operator IV, the highest level of operator at the Oconee County Rock Quarry; and

**WHEREAS**, Mr. Mathis distinguished himself as a hard-working and dedicated member of the Rock Quarry team, consistently going above and beyond to serve the public and meet the ever-growing demand for Quarry products; and

**WHEREAS**, Mr. Mathis's constructive thinking and his willingness to help fellow staff members made him vital to the success of Oconee County and his departure has left a void not easily filled; and

**WHEREAS**, after twenty-six years of service to the citizens of Oconee County, Mr. Mathis retired on August 20, 2021.

**NOW, THEREFORE**, we, the Oconee County Council, do hereby recognize and express our sincere gratitude for Mr. Mathis's dedication and commitment to the County and congratulate him on the occasion of his retirement.

**APPROVED AND ADOPTED** this 5<sup>th</sup> day of October, 2021.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
John Elliott, Chairman of County Council  
Oconee County, South Carolina

Attest: \_\_\_\_\_  
Interim Clerk to Council  
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2021-20**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF SENECA (“SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SENECA WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

**WHEREAS**, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

**WHEREAS**, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 37 million Americans have been infected with COVID 19, and more than 625,000 deaths have resulted;

**WHEREAS**, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

**WHEREAS**, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

**WHEREAS**, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

**WHEREAS**, local governments remain uniquely positioned to take a leadership role in the recovery effort;

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

**WHEREAS**, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

**WHEREAS**, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

**WHEREAS**, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

**WHEREAS**, County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received, with the other to be received in approximately 12 months (collectively “County ARPA Funds”);

**WHEREAS**, the Fiscal Recovery Fund permits cooperation among units of local governments in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*)

**WHEREAS**, the City of Seneca (“Seneca”) has requested assistance from the County in order to construct, improve, and/or repair certain water and wastewater infrastructure, as more particularly described on the attached Exhibit A (the “Seneca Water and Wastewater Infrastructure Project”);

**WHEREAS**, the Seneca Water and Wastewater Infrastructure Project is a necessary infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject, area and (2) increase water use efficiency and conservation.

**WHEREAS**, the County desires to assist Seneca with the Seneca Water and Wastewater Infrastructure Project, by contributing an amount up to Three Million and 00/100 (\$3,000,000.00) Dollars of County ARPA Funds.

**NOW THEREFORE**, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. Three Million and 00/100 (\$3,000,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Seneca Water and Wastewater Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Seneca Water and Wastewater Infrastructure Project is approved in an amount up to Three Million and 00/100 (\$3,000,000.00) Dollars, subject to the following conditions:

- a) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- b) County and Seneca shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA Funds for the

Seneca Water and Wastewater Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.

- c) The subrecipient agreement shall address all matters relevant to the County's receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- d) County reserves the right to discontinue the expenditure of funding appropriated for the Seneca Water and Wastewater Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Seneca Water and Wastewater Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this \_\_\_\_ of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
Acting Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading: September 7, 2021  
Second Reading: September 21, 2021  
Third Reading: October 5, 2021  
Public Hearing: October 5, 2021



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Robert W. Faires, III · Director of Utilities · rfaires@seneca.sc.us

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July 29, 2021

To: Oconee County Council

From: Bob Faires  
Seneca Light & Water

Re: Funding Allocation  
American Rescue Plan Act of 2021

The following water and sewer projects have been identified to appropriately utilize the federal funds as allocated by Oconee County. All projects listed will be completed with 36 months of funds becoming available.

- **Construct a gravity sewer line** from the Sheep Farm Road sewer lift station area to the Cliffabee Leas sewer lift station. This project allows for operational alternatives to serve customers in the Bountyland Road and Hwy 28 area. Much of this line has been surveyed and engineered and would be ready for bid shortly after funds become available. (Estimated cost \$550,000)
- **Replace AC waterlines along Hwy 28.** These water lines are becoming an ever increasing issue and not only disrupts water supply to customers, but also disrupts traffic on Hwy 28 during repairs to the lines. This project will replace over 12,500 feet of 8" AC waterline and over 3,000 feet of 6" waterline with ductile iron pipe. The new lines will be located outside of the paved area of the road easement. This work will be ready for bid when funds become available. (Estimated cost \$1,550,000)
- **Rehabilitate the sanitary sewer main line along Seneca Creek.** This includes lining over 4400 feet of 15" clay sewer lines and refurbishing 30 manholes. This will help with persistent inflow & infiltration issues which affect the OJRSA Seneca Creek Lift Station. This work will be ready for bid shortly after funds become available. (Estimated cost \$800,000)
- **Replace galvanized water lines** through-out the system as funds allow. There are roughly 25 miles of old galvanized lines on the system. A majority of these lines are 2" diameter. The amount of these lines to be replaced using these funds will be dependent on the actual cost of the projects listed above. (Estimated cost \$100,000)

Attached is reference material for the projects listed. Please let me know if there are any questions or concerns.



# BOUNTYLAND INFRASTRUCTURE PHASE I

## FOR

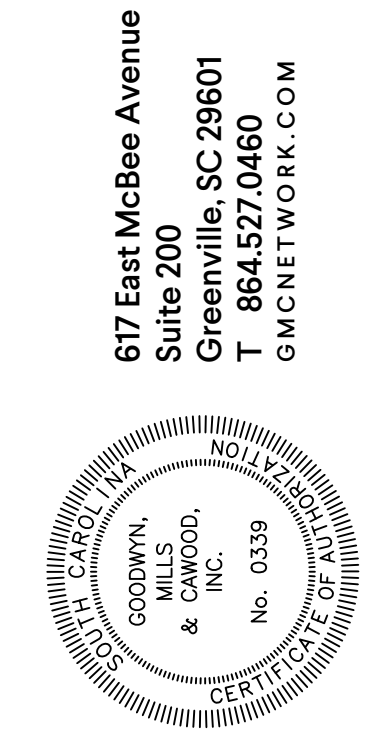
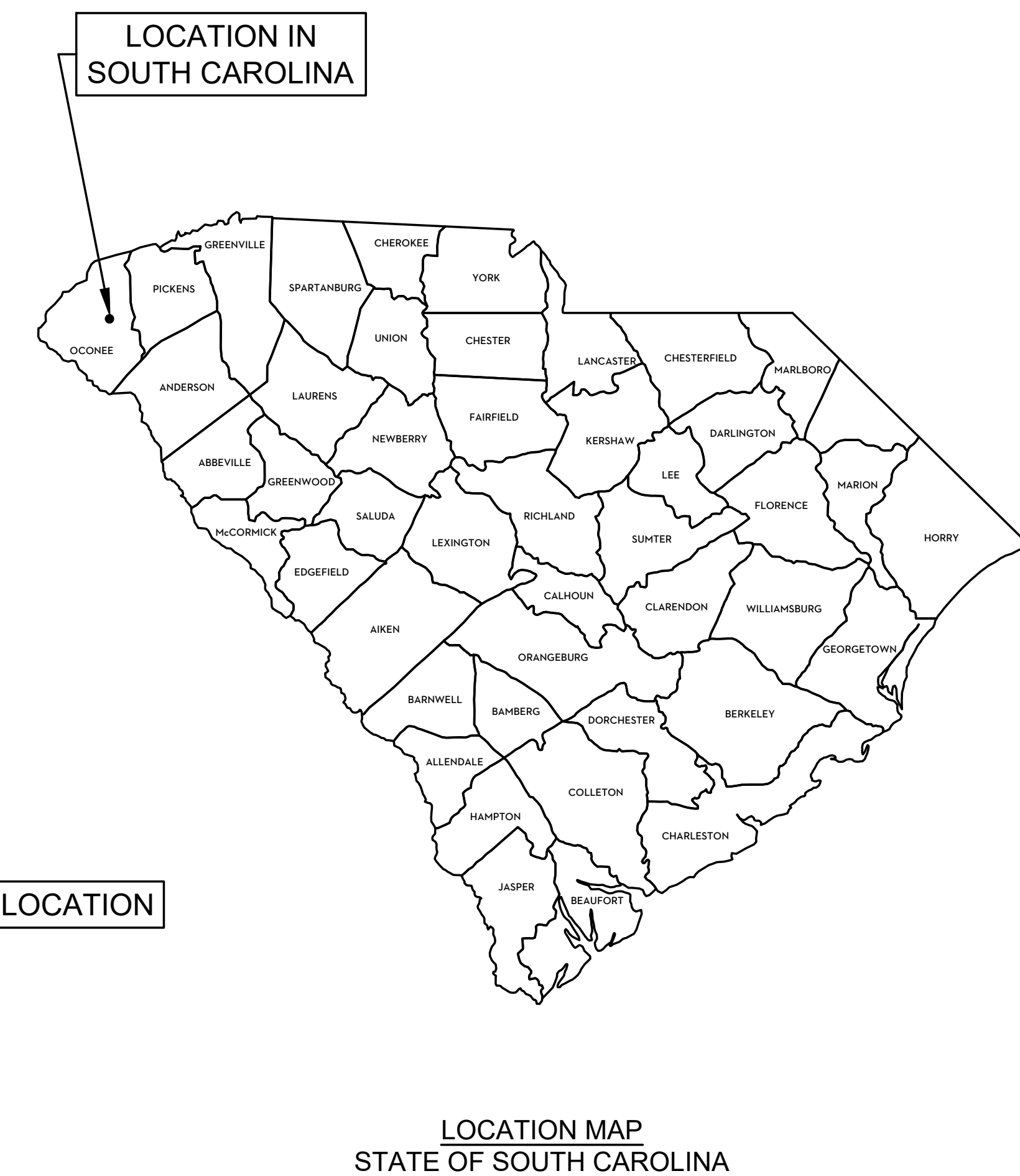
# SENECA LIGHT AND WATER

## SENECA, SOUTH CAROLINA

JOB NUMBER - CGRE190047  
OCTOBER 2019

Notes added for reference on 07/06/2021 to differentiate between 2020-2021 construction project and future gravity sewer project.

INDEX TO DRAWING		
SHT NO.	SEQ. NO.	DESCRIPTION
<b>GENERAL</b>		
1	G-001	TITLE SHEET & VICINITY MAP
2	G-002	ABBREVIATIONS & LEGENDS
3	G-003	GENERAL PROJECT NOTES
<b>CIVIL</b>		
4	C-100	PROJECT MAP
5	C-101	GRAVITY SEWER PLAN AND PROFILE STA. - 0+00 - 14+00
6	C-102	GRAVITY SEWER PLAN AND PROFILE STA. - 14+00 - 22+35
7	C-103	SEWER FORCEMAIN PLAN AND PROFILE STA 0+00 - 14+00
8	C-104	SEWER FORCEMAIN PLAN AND PROFILE STA 14+00 - 25+63
9	C-501	SEWER DETAILS
10	C-502	SEWER DETAILS
<b>EROSION CONTROL</b>		
11	EC-101	SEDIMENT AND EROSION CONTROL PLAN STA 0+00 - 22+35
12	EC-102	SEDIMENT AND EROSION CONTROL PLAN STA 0+00 - 25+63
13	EC-103	LIFT STATION SITE GRADING PLAN
14	EC-501	SEDIMENT AND EROSION CONTROL DETAILS
15	EC-502	SEDIMENT AND EROSION CONTROL DETAILS
<b>PROCESS</b>		
16	D-101	LIFT STATION LAYOUT PLAN
17	D-102	LIFT STATION DETAILS
<b>ELECTRICAL</b>		
18		
19		



617 East McBee Avenue  
Suite 200  
Greenville, SC 29601  
T 864.527.0460  
GMCNETWORK.COM

ISSUE	DATE
60% Client Review	12.06.2019

DRAWN BY: TMM  
CHECKED BY:

BOUNTYLAND INFRASTRUCTURE  
PHASE I  
SENECA, SC  
CGRE190047  
NOT - RELEASED FOR CONSTRUCTION

TITLE SHEET AND  
VICINITY MAP  
**G-001**

DRAWING FILE: T:\Greenville\_SCOGRE Proj\Seneca Light and Water\CGRE190047 Bountyland Infrastructure Phase I\DWG\cover.dwg  
PLOTTED: Dec 04, 2019 - 11:48am



EXISTING LEGEND	
EXISTING BORE HOLE	
EXISTING CABLE PEDESTAL	
EXISTING CENTERLINE	
EXISTING CLEANOUT	
EXISTING CONCRETE MONUMENT	
EXISTING CONTOUR- GRADE - MAJOR	
EXISTING CONTOUR- GRADE - MINOR	
EXISTING DITCH AND/OR CREEK	
EXISTING EASEMENT	
EXISTING ELECTRICAL: BURIED	
EXISTING ELECTRICAL LINE: OVERHEAD	
EXISTING FENCE LINE	
EXISTING FIBER OPTIC: BURIED	
EXISTING FIRE HYDRANT	
EXISTING FLUSH HYDRANT	
EXISTING GAS MAIN	
EXISTING GAS METER	
EXISTING GAS VALVE	
EXISTING GRATE INLET	
EXISTING GUARD RAIL	
EXISTING GUY WIRE	
EXISTING IRON PIN	
EXISTING LIGHT POLE	
EXISTING MANHOLE	
EXISTING NAIL SET	
EXISTING STORM PIPING	
EXISTING POWER BOX	
EXISTING POWER POLE	
EXISTING PROPERTY LINE	
EXISTING RAIL ROAD TRACKS	
EXISTING REDUCER	
EXISTING RIGHT OF WAY	
EXISTING SANITARY SEWER FORCE MAIN	
EXISTING SANITARY SEWER MAIN	
EXISTING SIGN	
EXISTING STORM SEWER DRAIN LINE	
EXISTING TBM (BENCH MARK)	
EXISTING TELEPHONE: BURIED	
EXISTING TELEPHONE PEDESTAL	
EXISTING TREE LINE	
EXISTING TREE LINE TO BE REMOVED	
EXISTING BRICK WALL	
EXISTING WATER MAIN	
EXISTING WATER METER	
EXISTING WATER VALVE	
EXISTING WELL	

PROPOSED LEGEND	
PROPOSED AIR RELEASE VALVE	
PROPOSED BLOW-OFF	
PROPOSED BORE CROSSING	
PROPOSED BUFFER	
PROPOSED CONTOUR- GRADE	
PROPOSED EASEMENT	
PROPOSED TEMPORARY CONSTRUCTION EASEMENT	
PROPOSED FENCE LINE	
PROPOSED FIRE HYDRANT ASSEMBLY	
PROPOSED FLUSH HYDRANT	
PROPOSED FORCE MAIN	
PROPOSED GRAVITY SEWER W/ MANHOLE	
PROPOSED OPEN/CUT PAVEMENT PATCH	
PROPOSED PIPE PLUG	
PROPOSED REDUCER	
PROPOSED SEWER LINE ABANDONMENT	
PROPOSED SEWER LINE REMOVAL	
PROPOSED SEDIMENT TUBE	
PROPOSED SILT FENCE	
PROPOSED TAPPING SLEEVE & VALVE	
PROPOSED TREE LINE	
PROPOSED TRENCH PLUG	
PROPOSED WATER METER	
PROPOSED WATER VALVE	

**GRAPHICS LEGEND**

**SECTION INDICATOR**

**ENLARGED PLAN/DETAIL INDICATOR**

**DRAWING TITLE**

PLAN  
1" = 1'-0"

**GRAPHIC SCALE**

**MATCHLINE**

SHEET STATION MATCHLINE

HATCHING LEGEND		
DESCRIPTION	EXISTING	PROPOSED
ASPHALT PAVING (PLAN)		
RIP RAP		
CONCRETE (PLAN)		
CONCRETE (SECTION)		
CRUSHED STONE (SECTION)		
EARTH OR BACKFILL (SECTION)		
REMOVAL OR DEMOLITION (PLAN & SECTION)		
UNPAVED DRIVE (PLAN)		
NEW WETLANDS IMPACT WITHIN SEWER EASEMENT		
EXISTING WETLANDS WITHIN SEWER EASEMENT		
100-YR FLOOD BOUNDARY		
PERMANENT ACCESS EASEMENT		
TEMPORARY ACCESS EASEMENT		
GEOTECHNICAL MATTING MATERIAL		
PROPOSED GROUT		
WATER BODY		
KEY MAP SHEET BOUNDARY		
PROPOSED LIMITS OF DISTURBANCE		

PROJECT CONTACTS			
DESCRIPTION	NAME	PHONE	EMAIL
OWNER	X	X	X
PROJECT MANAGER	WILL NADING	205-215-2143	will.nading@gmcnetwork.com

UTILITY CONTACTS			
DESCRIPTION	NAME	PHONE	EMAIL
DUKE POWER	X	X	X
X	X	X	X
X	X	X	X

ABBREVIATIONS	
ASP	ASPHALT
AR	AUGER REFUSAL
ARV	AIR RELEASE VALVE
BF	BLIND FLANGE
BFV	BUTTERFLY VALVE
BM	BENCH MARK
BO	BLOW-OFF
BT	BORING TERMINATION
C	CENTERLINE
CIP	CAST IN PLACE
CO	CLEANOUT
CMP	CORRUGATED METAL PIPE
CPP	CORRUGATED PLASTIC PIPE
DIP	DUCTILE IRON
EG	EXISTING GRADE
ELEV.	ELEVATION
EX.	EXISTING
FL	FLANGED
FM	FORCE MAIN
GAB	GRADED AGGREGATE BASE
GV	GATE VALVE
HDD	HORIZONTAL DIRECTIONAL DRILL
HDPE	HIGH DENSITY POLYETHYLENE
HYD	HYDRANT
INV	INVERT
IV	IRRIGATION VALVE
LF	LINEAR FEET
LOD	LIMITS OF DISTURBANCE
MAX.	MAXIMUM
MIN.	MINIMUM
MJ	MECHANICAL JOINT
N.T.S.	NOT TO SCALE
PC	PRESSURE CLASS
P.E.	PLAIN END
PP	POWER POLE
PROP	PROPOSED
PRV	PRESSURE REGULATING VALVE
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RJ	RESTRAINED JOINT
R/W	RIGHT-OF-WAY
SS	SANITARY SEWER
WT	WATERTIGHT
VAR.	VARIOUS

**ABBREVIATIONS AND LEGENDS**

**G-002**

**BOUNDARYLAND INFRASTRUCTURE PHASE I**  
SENECA, SC

**CGRE190047**  
NOT - RELEASED FOR CONSTRUCTION

**GMC**

617 East McBee Avenue  
Suite 200  
Greenville, SC 29601  
T 864.527.0460  
GMCNETWORK.COM

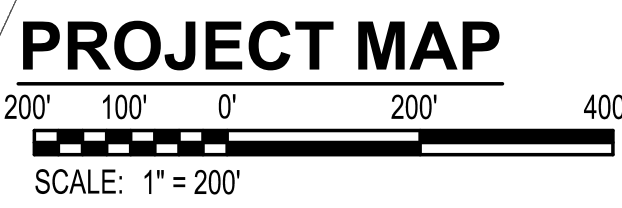
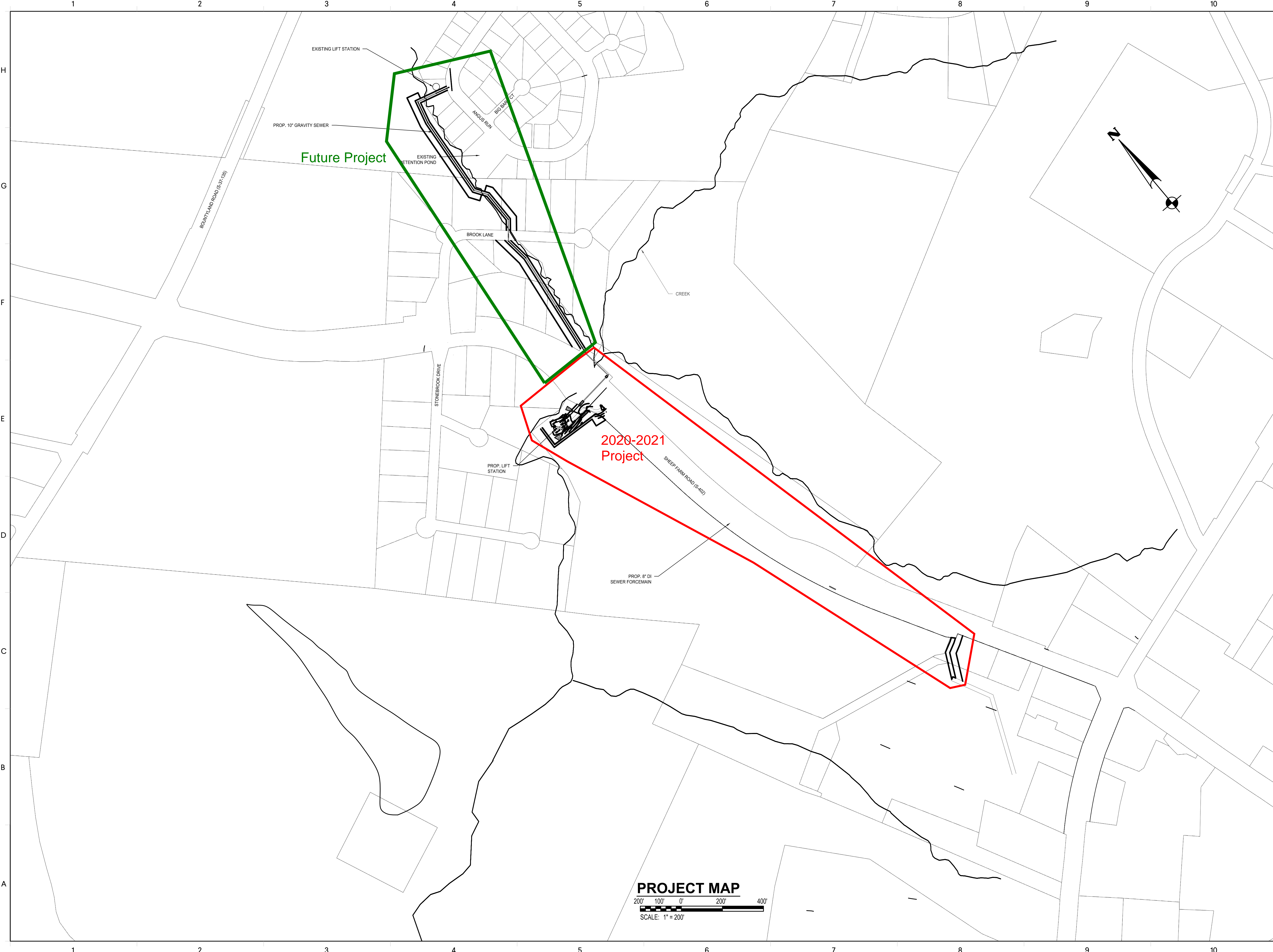
60% Client Review

ISSUE	DATE
12.06.2019	

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CHECKED BY:



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PROJECT MAP

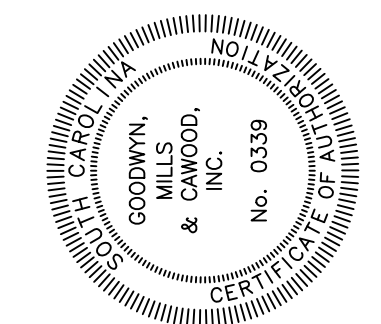
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BOUNTYLAND INFRASTRUCTURE  
PHASE I  
SENECA, SC

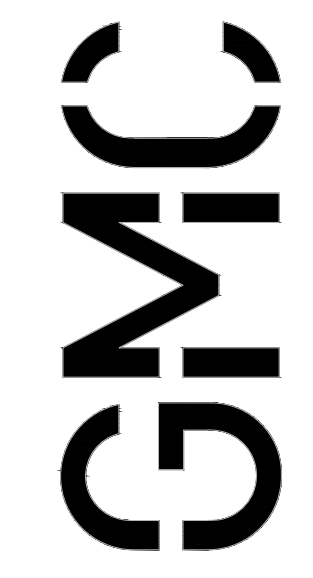
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ISSUE DATE  
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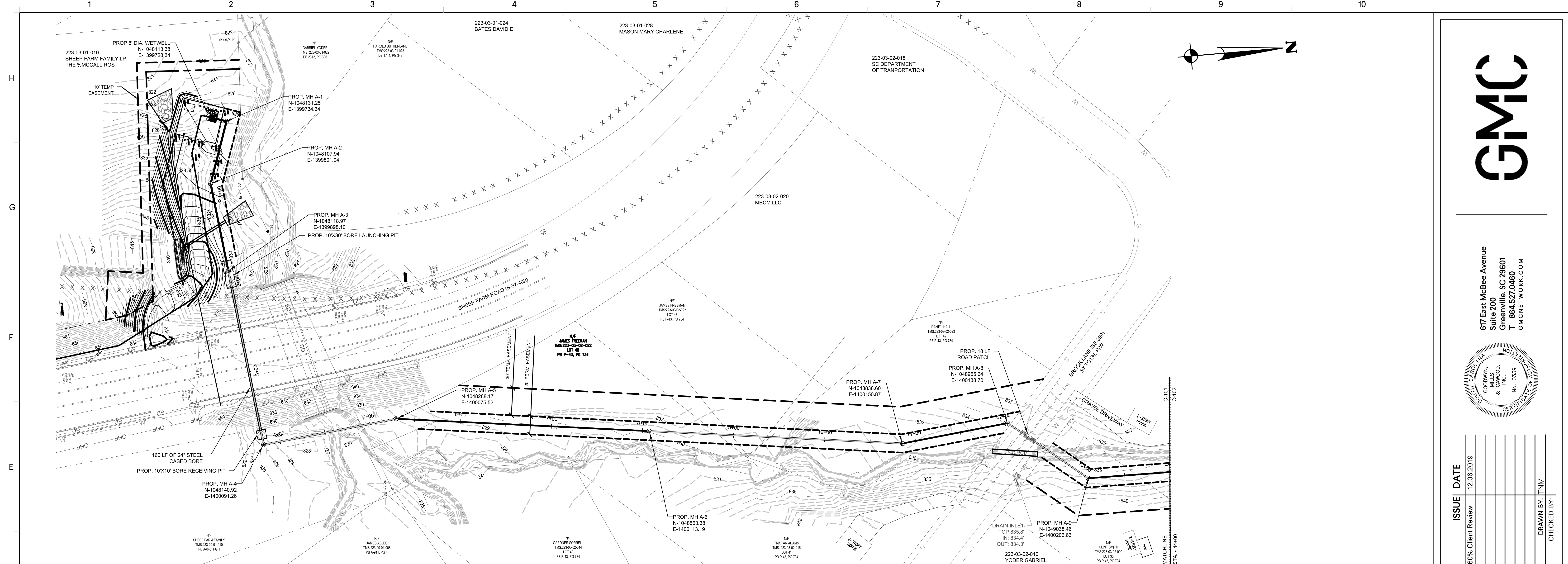
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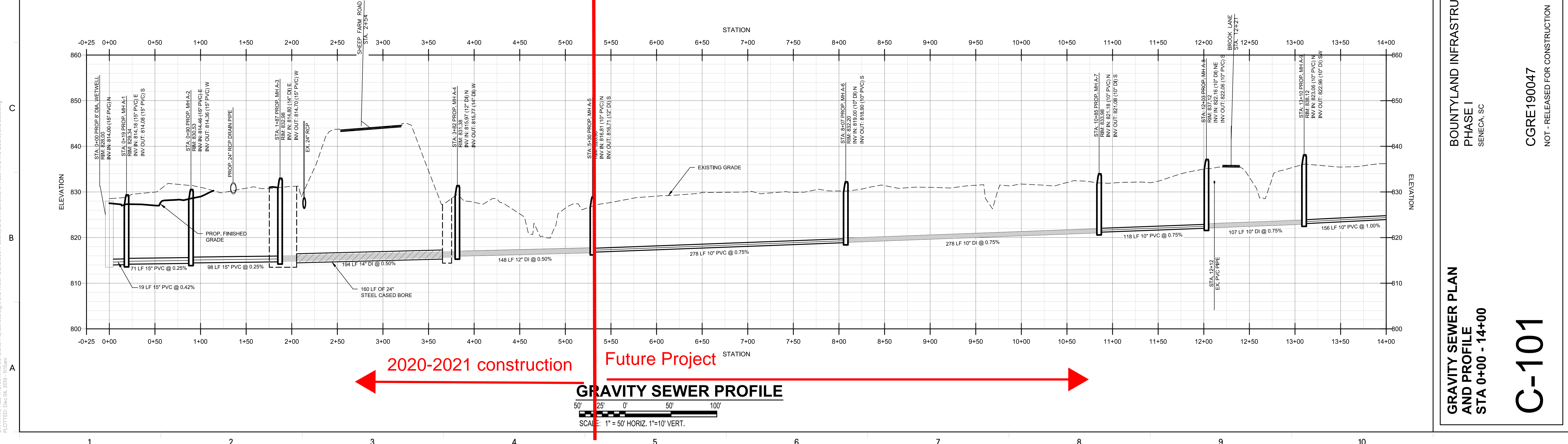
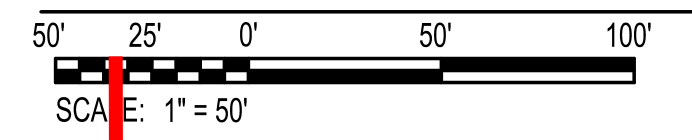
617 East McBee Avenue  
Suite 200  
Greenville, SC 29601  
T 864.527.0460  
GMCNETWORK.COM



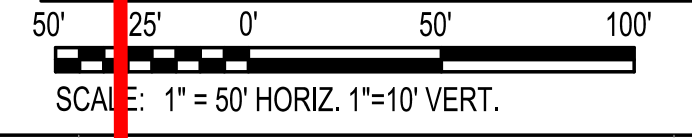




**GRAVITY SEWER PLAN**



**GRAVITY SEWER PROFILE**



← 2020-2021 construction Future Project →

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**GRAVITY SEWER PLAN  
AND PROFILE  
STA 0+00 - 14+00**

**C-101**

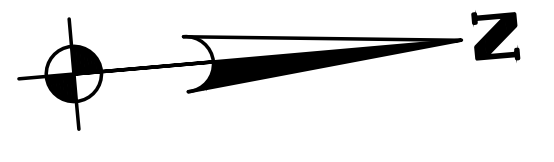
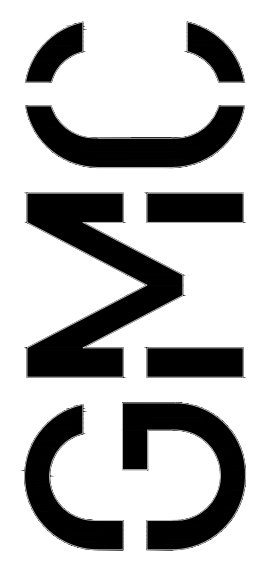
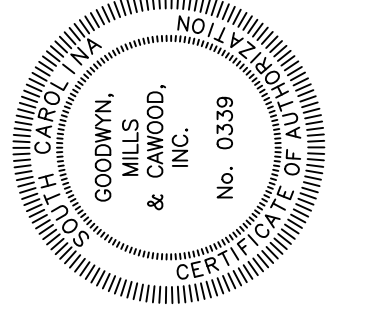
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PHASE I**  
SENECA, SC

CGRE190047  
NOT - RELEASED FOR CONSTRUCTION

ISSUE	DATE
60% Client Review	12.06.2019

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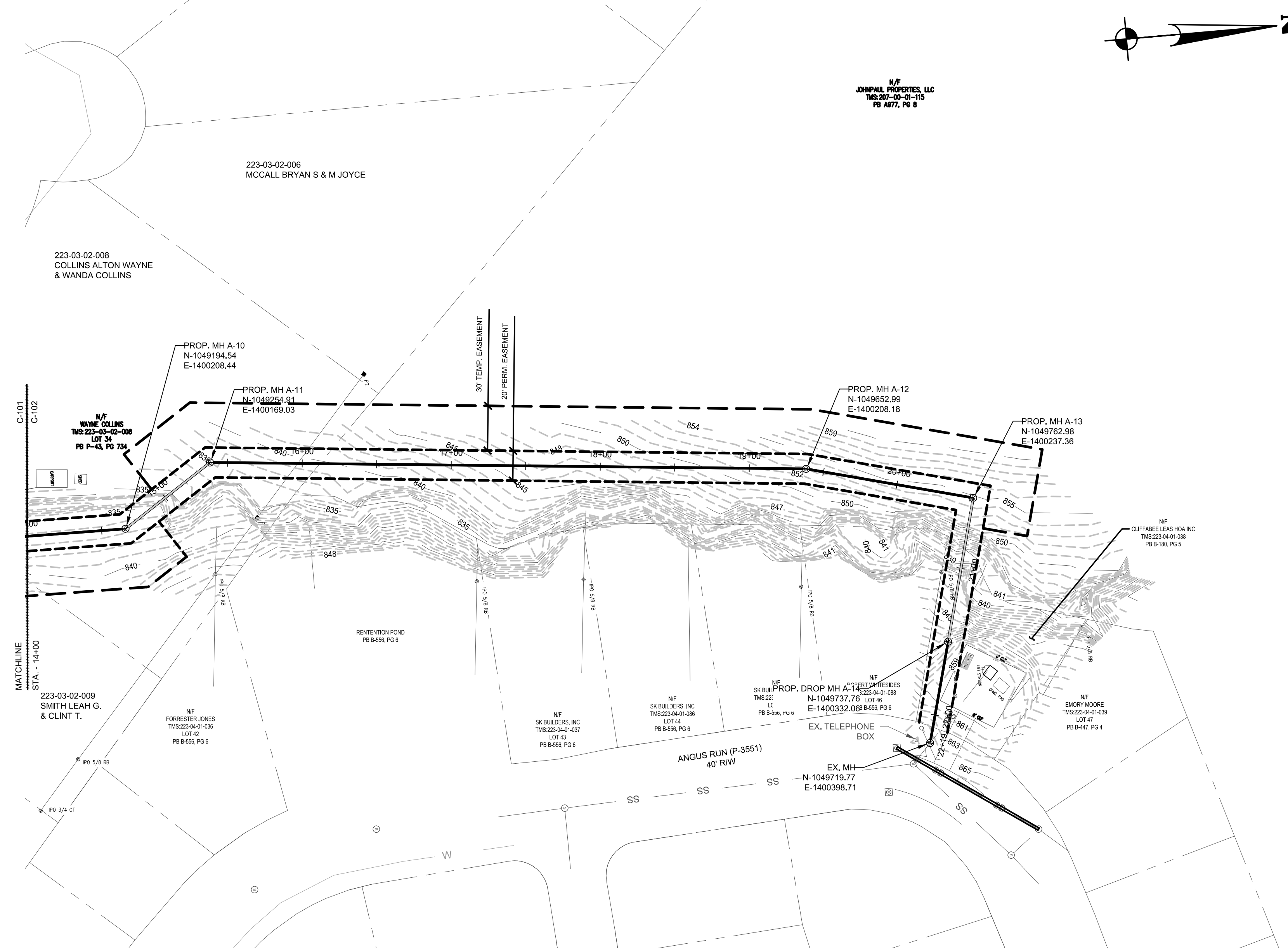
617 East McBee Avenue  
Suite 200  
Greenville, SC 29601  
T 864.527.0460  
GMCNETWORK.COM



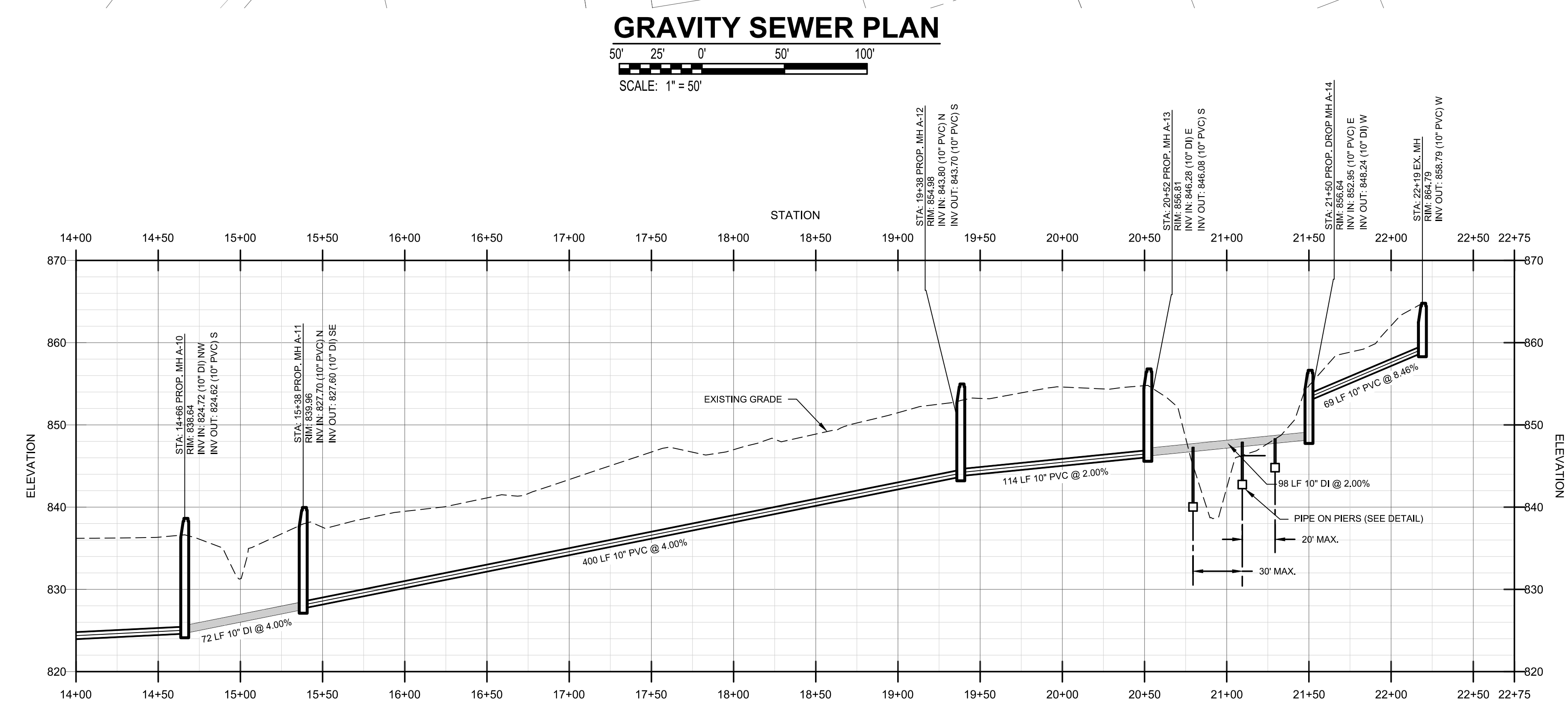


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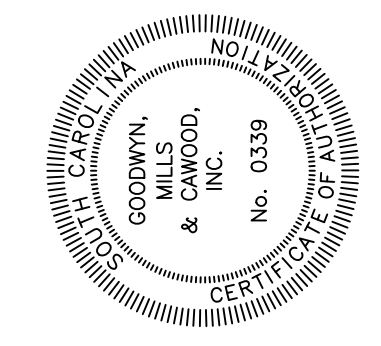
Future Project



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Suite 200  
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ISSUE	DATE
60% Client Review	12.06.2019

BOUNTYLAND INFRASTRUCTURE  
PHASE I  
SENECA, SC

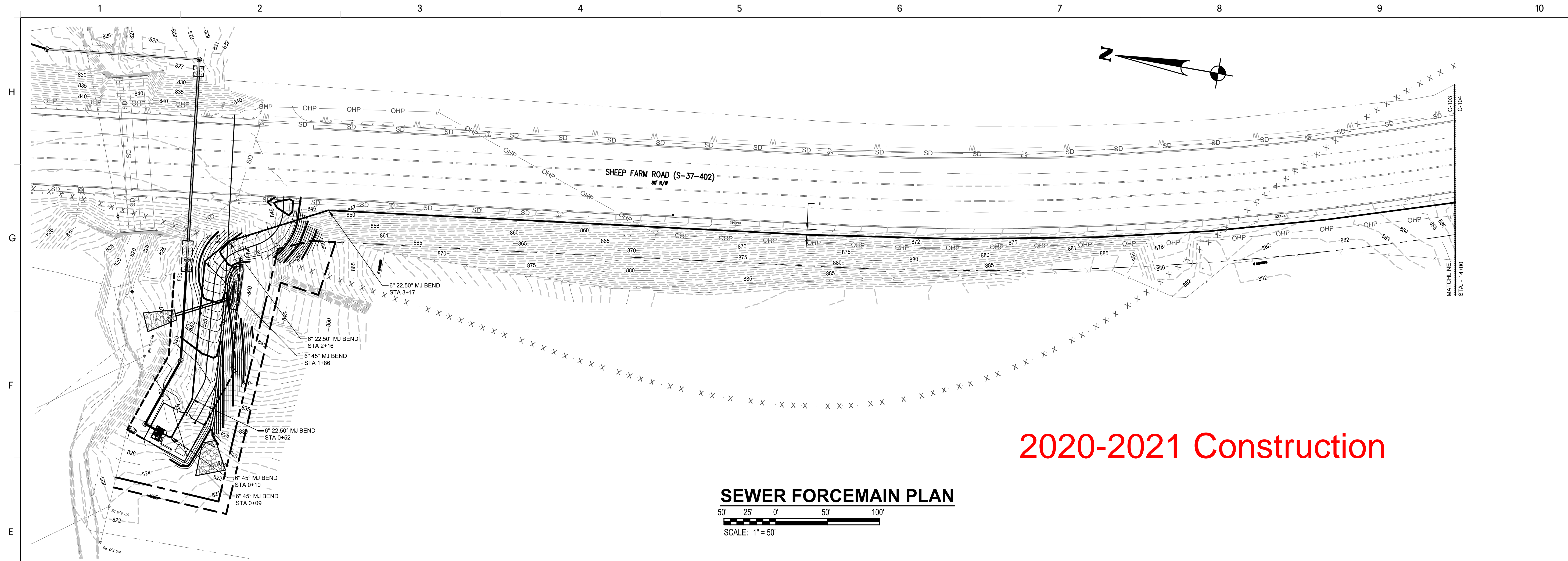
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**GRAVITY SEWER PLAN  
AND PROFILE  
STA 14+00 - 22+35**

**C-102**

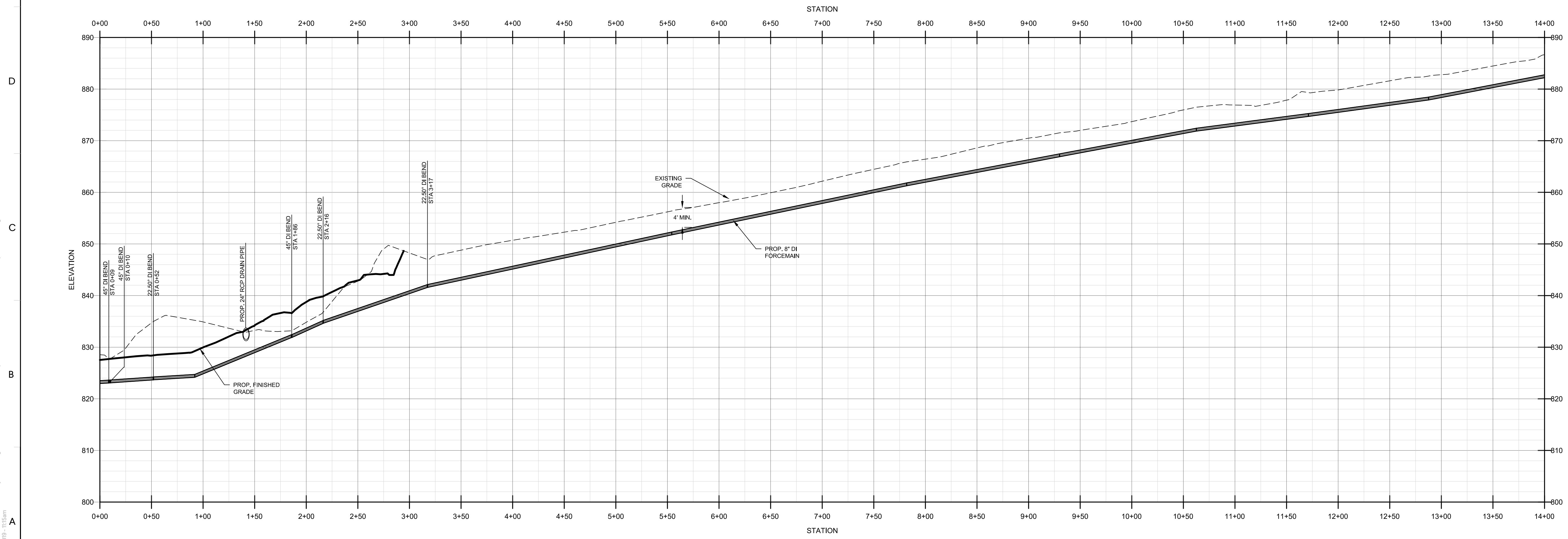
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2020-2021 Construction

**SEWER FOREMAIN PLAN**  
 50' 25' 0' 50' 100'  
 SCALE: 1" = 50'

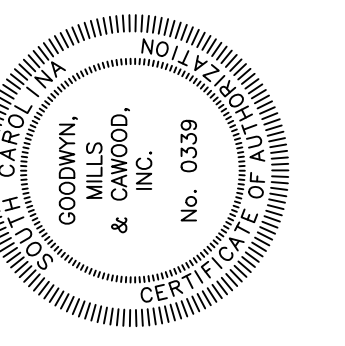


**SEWER FOREMAIN PROFILE**  
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 SCALE: 1" = 50' HORIZ. 1" = 10' VERT.

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 PLOTTED: Dec 04, 2019 - 11:58am



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 Suite 200  
 Greenville, SC 29601  
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 GMCNETWORK.COM



ISSUE	DATE
60% Client Review	12.06.2019

BOUNTLYLAND INFRASTRUCTURE  
 PHASE I  
 SENECA, SC

CGRE190047

NOT - RELEASED FOR CONSTRUCTION

SEWER FOREMAIN PLAN  
 AND PROFILE  
 STA 0+00 - 14+00

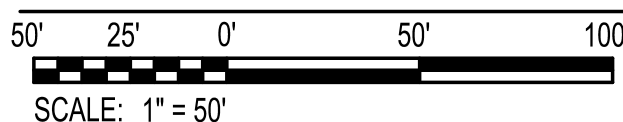
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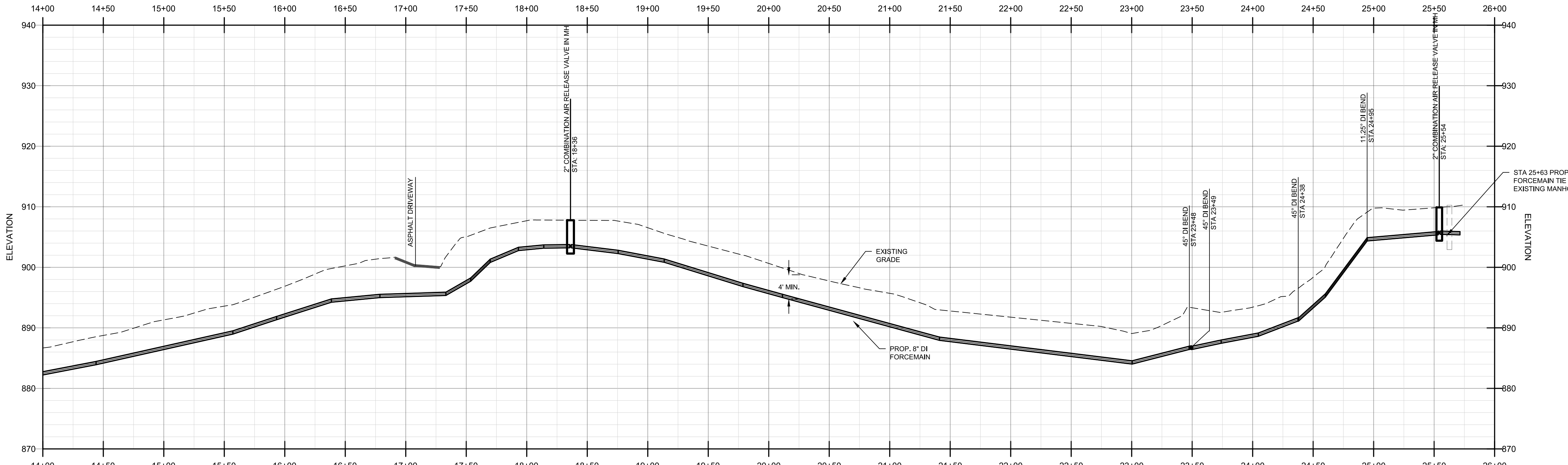


**2020-2021 Construction**

**SEWER FORCEMAIN PLAN**

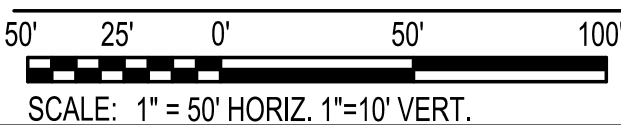


STATION



STATION

**SEWER FORCEMAIN PROFILE**



**SEWER FORCEMAIN PLAN  
AND PROFILE  
STA 14+00 - 25+63**

**C-104**

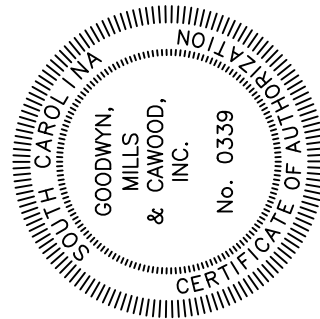
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PHASE I  
SENECA, SC**

**CGRE190047**

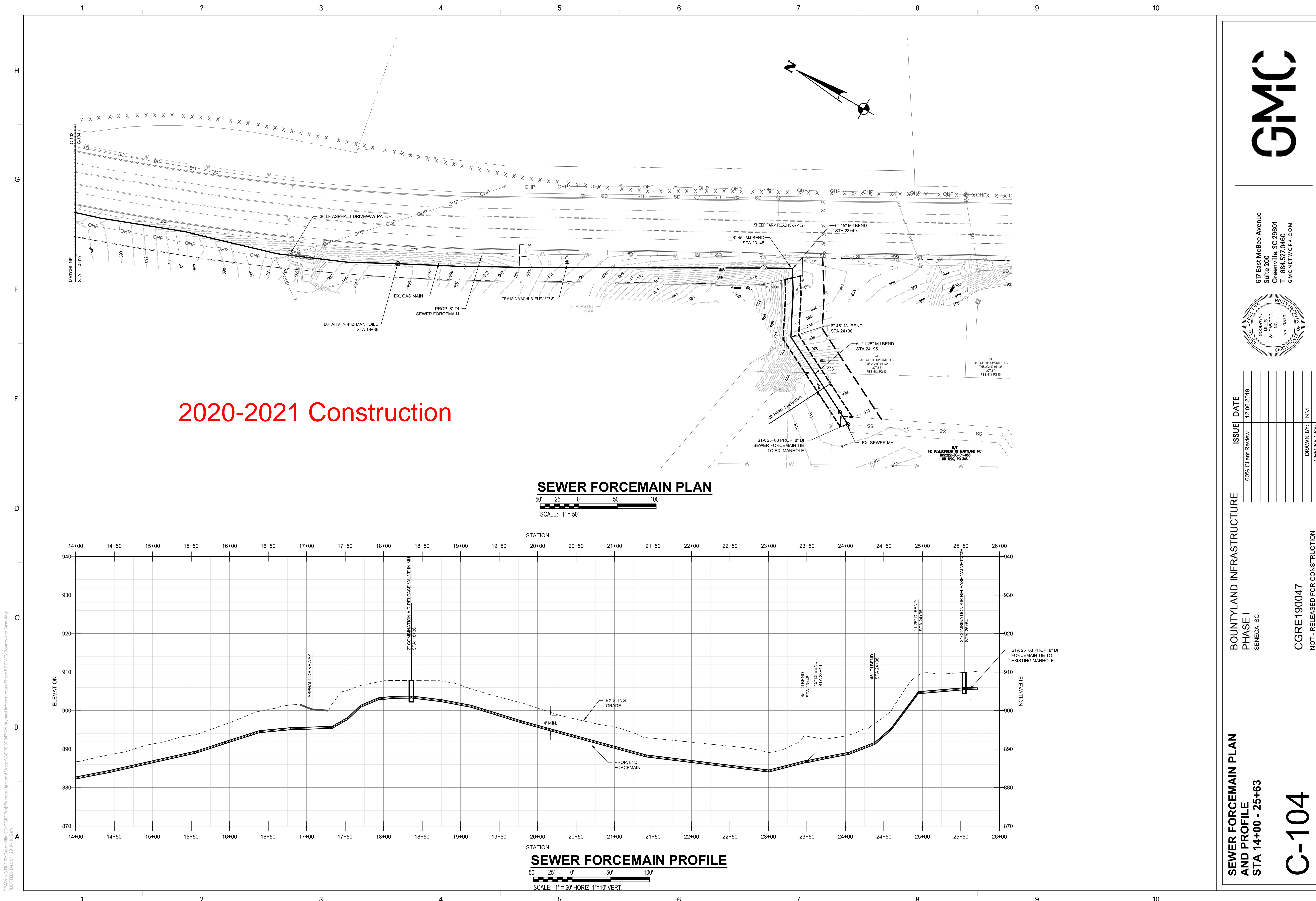
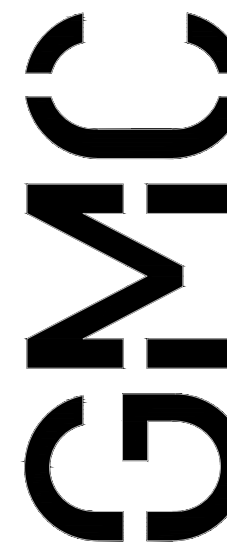
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ISSUE	DATE
60% Client Review	12.06.2019

DRAWN BY: TNM  
CHECKED BY:



617 East McBee Avenue  
Suite 200  
Greenville, SC 29601  
T 864.527.0460  
GMCNETWORK.COM



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PLOTTED: Dec 04, 2019 11:51am



60% COST ESTIMATE UPDATE:

**BOUNTYLAND INFRASTRUCTURE PHASE 1**  
**SENECA LIGHT AND WATER**  
*Seneca, South Carolina*

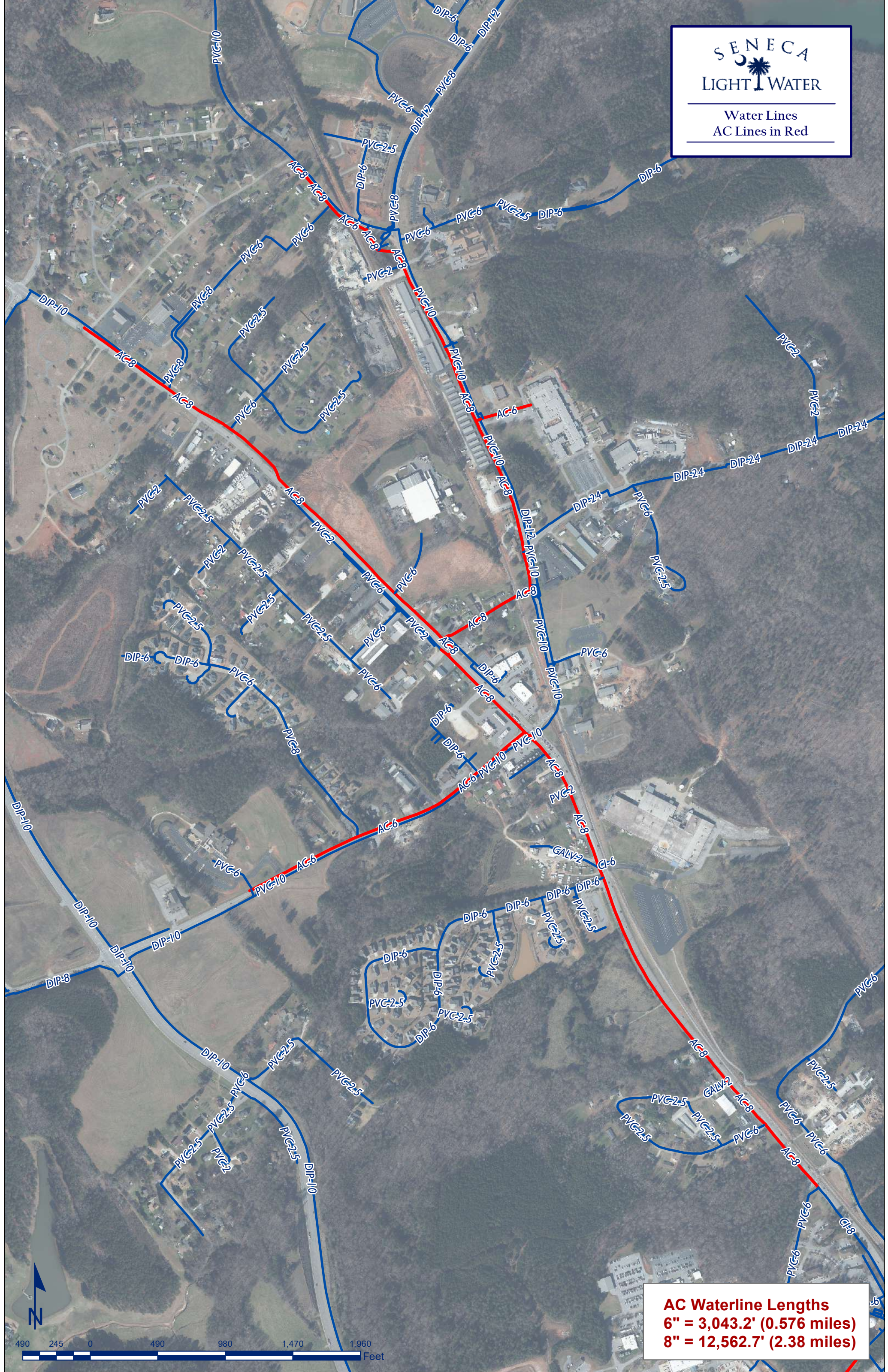
**Date:** July 6, 2021  
**Project No.:** CGRE190047  
**Prepared by:** WWN

Bountyland Gravity Sewer Extension to Cliffabee Leas

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
<b>1</b>	<b>1</b>	<b>LS</b>	<b>Moblization</b>	\$57,000	\$57,000
<b>2</b>			<b>Site Work</b>		
2.1	1,690	LF	Clearing and Grubbing	\$5	\$9,000
<b>3</b>			<b>Gravity Sewer</b>		
3.1	10	EA	48-inch diameter Gravity Sewer Manhole	\$6,500	\$65,000
3.2	1	EA	10-inch Outside Drop Connection	\$2,000	\$2,000
3.3	98	LF	10-inch diameter aerial Crossing	\$350	\$35,000
3.4	1,135	LF	10-inch PVC	\$125	\$142,000
3.5	457	LF	10-inch DIP	\$145	\$67,000
<b>4</b>			<b>Other Items</b>		
4.1	1,690	LF	Erosion and Sediment Control	\$3	\$6,000
4.2	375	CY	Rock Removal Allowance	\$150	\$57,000
4.3	15	SY	Asphalt patch	\$120	\$2,000
<b>Construction Sub-Total:</b>					<b>\$442,000</b>
<b>Contingency, Complete Design, Permitting, CA&amp;I (20%)</b>					<b>\$89,000</b>
<b>TOTAL PROJECT ESTIMATE</b>					<b>\$531,000</b>



Water Lines  
AC Lines in Red



**AC Waterline Lengths**  
6" = 3,043.2' (0.576 miles)  
8" = 12,562.7' (2.38 miles)







Sewer Line Lengths & MH Depths



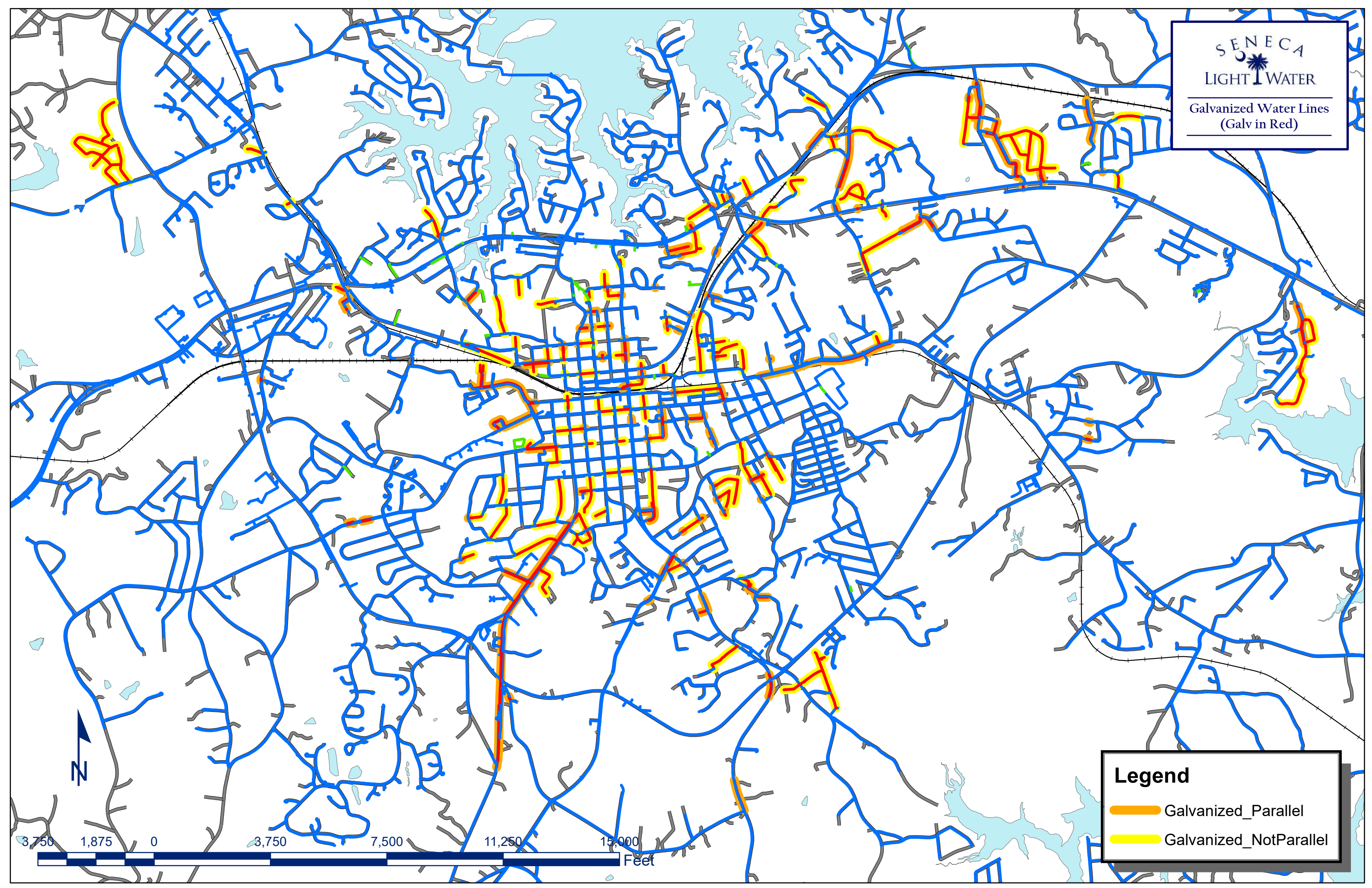
Note: Line labels identify the length in feet of that section as well as diameter in inches & material of that section of pipe. Manhole depths labeled in feet/inches.



SENECA  
LIGHT & WATER  
Galvanized Water Lines  
(Galv in Red)

**Legend**

- Galvanized\_Parallel
- Galvanized\_NotParallel



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2021-21**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING TWO MILLION, FOUR HUNDRED AND SEVENTY-FOUR THOUSAND, EIGHTY AND 00/100 (\$2,474,080.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER / WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF WALHALLA (“WALHALLA WATER / WASTEWATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO TWO MILLION, FOUR HUNDRED AND SEVENTY-FOUR THOUSAND, EIGHTY AND 00/100 (\$2,474,080.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE WALHALLA WATER / WASTEWATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

**WHEREAS**, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

**WHEREAS**, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 40 million Americans have been infected with COVID 19, and more than 650,000 deaths have resulted;

**WHEREAS**, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

**WHEREAS**, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

**WHEREAS**, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

**WHEREAS**, local governments remain uniquely positioned to take a leadership role in the recovery effort;

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

**WHEREAS**, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to

support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

**WHEREAS**, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

**WHEREAS**, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

**WHEREAS**, the County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received, with the other to be received in approximately 12 months (collectively “County ARPA Funds”);

**WHEREAS**, the Fiscal Recovery Fund permits cooperation among units of local government in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*);

**WHEREAS**, the City of Walhalla (“Walhalla”) has requested assistance from the County in order to construct, improve, and/or repair certain water / wastewater infrastructure, as more particularly described on the attached Exhibit A (the “Walhalla Water / Wastewater Infrastructure Project”);

**WHEREAS**, the Walhalla Water / Wastewater Infrastructure Project is a necessary infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject area and (2) increase water use efficiency and conservation;

**WHEREAS**, the County desires to assist Walhalla with the Walhalla Water / Wastewater Infrastructure Project by contributing up to Two Million, Four Hundred and Seventy-Four Thousand, Eighty and 00/100 (\$2,474,080.00) Dollars of County ARPA Funds.

**NOW THEREFORE**, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. Two Million, Four Hundred and Seventy-Four Thousand, Eighty and 00/100 (\$2,474,080.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Walhalla Water / Wastewater Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Walhalla Water / Wastewater Infrastructure Project is approved in an amount up to Two Million, Four Hundred and Seventy-Four Thousand, Eighty and 00/100 (\$2,474,080.00) Dollars, subject to the following conditions:

- a) This appropriation and expenditure authorization only applies to available County ARPA Funds that have been received by the County from the United States Department of Treasury and which have not yet been otherwise appropriated.

- b) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- c) County and Walhalla shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA Funds for the Walhalla Water / Wastewater Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.
- d) The subrecipient agreement shall address all matters relevant to the County’s receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- e) County reserves the right to discontinue the expenditure of funding appropriated for the Walhalla Water / Wastewater Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Walhalla Water / Wastewater Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this \_\_\_\_ of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading:           September 21, 2021  
 Second Reading:       October 5, 2021  
 Third Reading:         \_\_\_\_\_  
 Public Hearing:         \_\_\_\_\_



EXHIBIT A

**CITY OF WALHALLA**

**"MAIN STREET to the MOUNTAINS"**

Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem  
Ms. Sarai Melendez, Councilwoman  
Mr. Keith Pace, Councilman  
Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman  
Mr. David Underwood, Councilman  
Mr. Julian Stoudemire, City Attorney  
Mr. Timothy B. Burton, City Administrator

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August 19, 2021

Oconee County Council  
Mr. Matthew Durham, Councilman (District 2)  
415 S. Pine Street  
Walhalla, SC 29691

RE: American Rescue Plan (ARP) Funds Request

Dear Councilman Durham:

I am contacting you on the behalf of the City of Walhalla to inquire if there are any funding opportunities from Oconee County in relation to its allocation of the American Rescue Plan. The City of Walhalla has identified several water and sewer infrastructure projects across its service area.

**Project Background**

The City of Walhalla Water System serves a wide area, both inside and outside of the Walhalla city limits. The system has experienced significant growth over the last 2 years, and currently serves approximately 7,000 customer accounts. Walhalla has identified two areas out in the county with the most growth, with those being North Highway 11 area (Council District 2) and the Poplar Springs area (Council Districts 1 and 4). There are considerable requests for new services in these areas and an overall system upgrade would increase capacity and reduce pipeline failures, therefore increasing benefit to the user. Walhalla has spent considerable time in the Poplar Springs area repairing lines. The maps in this document denote the area, with the proposed line upgrades noted by a red line. These maps show the extent of the projects and some the adjoining parcels that are supplied or have the potential to be supplied.

**Project Scope/Benefit- North Highway 11**

The area served by the North Highway 11 water main include growth areas around the new Walhalla High School and the Lake Keowee area (Knox Road, Keowee School Road, Crooked Creek Road, Stamp Creek Landing Road), Country Junction area, Kelley Mill Road. The proposed North Hwy 11 project would have a direct impact on approximately 2,500 customer accounts, and would consist of installing approximately 19,000 linear feet of 12" ductile iron water main. The current line is a 6" line, that is 56 years old. The project would connect to the existing 12" main located along Sangamo Rd., in West Union, and continue north along Hwy 11 to the SC 183 bridge. The project would provide an increase in

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Mr. Danny Edwards, Mayor

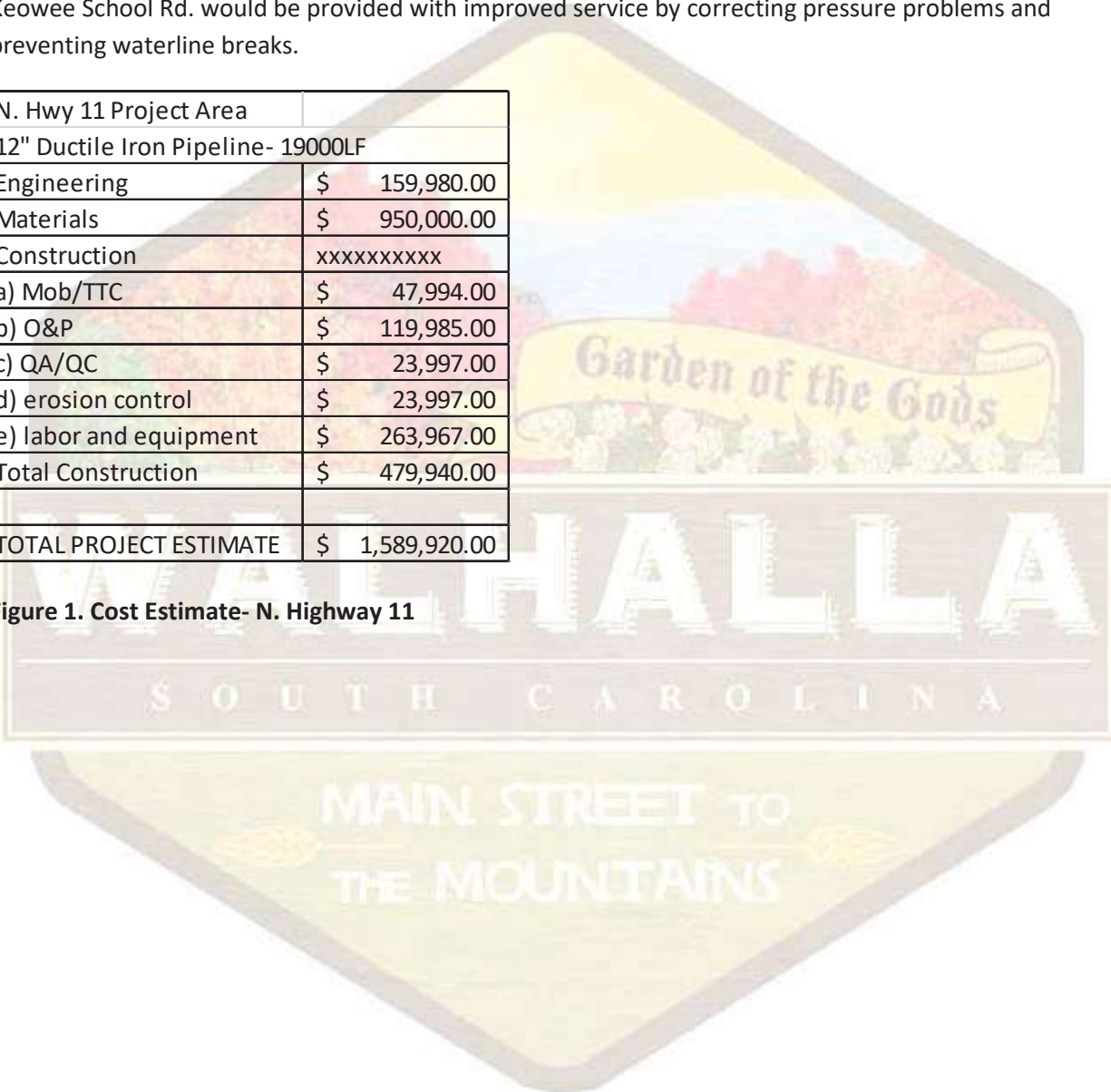
Mr. Danny Woodward, Mayor Pro Tem  
 Ms. Sarai Melendez, Councilwoman  
 Mr. Keith Pace, Councilman  
 Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman  
 Mr. David Underwood, Councilman  
 Mr. Julian Stoudemire, City Attorney  
 Mr. Timothy B. Burton, City Administrator

capacity to the SC 183 booster station, allowing for improved service in the Walhalla High School area. The project would also provide a decrease in maintenance issues in the Lake Keowee area, which is currently served by a much smaller main. Several hundred acres of property along Hwy 11, SC 183, and Keowee School Rd. would be provided with improved service by correcting pressure problems and preventing waterline breaks.

N. Hwy 11 Project Area	
12" Ductile Iron Pipeline- 19000LF	
Engineering	\$ 159,980.00
Materials	\$ 950,000.00
Construction	xxxxxxxxxx
a) Mob/TTC	\$ 47,994.00
b) O&P	\$ 119,985.00
c) QA/QC	\$ 23,997.00
d) erosion control	\$ 23,997.00
e) labor and equipment	\$ 263,967.00
Total Construction	\$ 479,940.00
<b>TOTAL PROJECT ESTIMATE</b>	<b>\$ 1,589,920.00</b>

**Figure 1. Cost Estimate- N. Highway 11**



Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem  
Ms. Sarai Melendez, Councilwoman  
Mr. Keith Pace, Councilman  
Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman  
Mr. David Underwood, Councilman  
Mr. Julian Stoudemire, City Attorney  
Mr. Timothy B. Burton, City Administrator

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### NORTH HWY 11 WATER PROJECT



**Figure 2. Project Location- H. Highway 11**



Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem  
 Ms. Sarai Melendez, Councilwoman  
 Mr. Keith Pace, Councilman  
 Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman  
 Mr. David Underwood, Councilman  
 Mr. Julian Stoudemire, City Attorney  
 Mr. Timothy B. Burton, City Administrator

**Project Scope/Benefit- Poplar Springs**

The Poplar Springs area is served by one 6" water main, fed from only one direction, which is nearing capacity due to rapid growth in the area. Recent line breaks, and the lack of a system loop in the area, have resulted in large scale outages that last for several hours until repairs are made. In the last ten months there have been 12 large system line breaks. We have collectively spent \$60,000 in labor, equipment, and materials making repairs in this area. Areas served include Poplar Springs Rd, Shrine Club Rd., Dickard Rd, and Albert's Rd. Several new homes have been built in recent months. The proposed project consists of 12,000 linear feet of 10" water main would also provide a backup supply to 700 customer accounts.

Poplar Springs Project Area	
10" Ductile Iron Pipeline- 12000LF	
Engineering	\$ 101,040.00
Materials	\$ 480,000.00
Construction	xxxxxxxxxx
a) Mob/TTC	\$ 30,312.00
b) O&P	\$ 75,780.00
c) QA/QC	\$ 15,156.00
d) erosion control	\$ 15,156.00
e) labor and equipment	\$ 166,716.00
Total Construction	\$ 303,120.00
<b>TOTAL PROJECT ESTIMATE</b>	<b>\$ 884,160.00</b>

**Figure 3. Cost Estimate- Poplar Springs**



Mr. Danny Edwards, Mayor

Mr. Danny Woodward, Mayor Pro Tem  
Ms. Sarai Melendez, Councilwoman  
Mr. Keith Pace, Councilman  
Mrs. Gwen Owens, Councilwoman

Mr. Josh Roberts, Councilman  
Mr. David Underwood, Councilman  
Mr. Julian Stoudemire, City Attorney  
Mr. Timothy B. Burton, City Administrator

### POPLAR SPRINGS AREA WATER PROJECT



Figure 4. Project Location- Poplar Springs

Mr. Danny Woodward, Mayor Pro Tem  
Ms. Sarai Melendez, Councilwoman  
Mr. Keith Pace, Councilman  
Mrs. Gwen Owens, Councilwoman

Mr. Danny Edwards, Mayor

Mr. Josh Roberts, Councilman  
Mr. David Underwood, Councilman  
Mr. Julian Stoudemire, City Attorney  
Mr. Timothy B. Burton, City Administrator

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## Project Estimate- Combined

Combined Project Estimate	
N. Highway 11	\$ 1,589,920.00
Poplar Springs	\$ 884,160.00
TOTAL ESTIMATE	\$ 2,474,080.00

We understand these costs are very high, however, in recent months all construction supplies have nearly doubled in price. Many suppliers are now only providing a quote valid for one day. These estimated costs include engineering, materials, and construction. Currently, it is very difficult to estimate a construction completion date, as materials are scarce and other projects are competing for time. If funded, work would begin within two months on the procurement process and having the projects ready for bid.

## Project Rationale

To date, Walhalla has not received funding from the State of South Carolina in relation to ARP. Our funding is transferred from the Treasury to the state then to municipalities. Currently, there is no timeline for distribution of funds to municipalities. When Walhalla does receive its allocation, it will also be put towards water and sewer infrastructure projects both inside and outside the city. Unknown funding timeline and rising costs coupled with the fact that both of these projects benefit residents of the county is why we are making this funding request. If not funded, we would rely on fund balance and currently there is not enough in reserves to complete this project along with other deferred maintenance projects across the system. It is projected that this project can reduce customer loss of service by up to 80% which will also extend the life of existing infrastructure. An additional benefit to requesting this funding from Oconee County will allow Walhalla to begin working on infrastructure projects that will benefit county residents in a timely fashion. It is proposed to use a design-build procurement process to expedite construction and possibly reduce costs. Design-build projects can often get projects on the ground quicker than the time it takes for a traditional design-bid-build project.

# ***CITY OF WALHALLA***

***"MAIN STREET to the MOUNTAINS"***

Mr. Danny Woodward, Mayor Pro Tem  
Ms. Sarai Melendez, Councilwoman  
Mr. Keith Pace, Councilman  
Mrs. Gwen Owens, Councilwoman

Mr. Danny Edwards, Mayor

Mr. Josh Roberts, Councilman  
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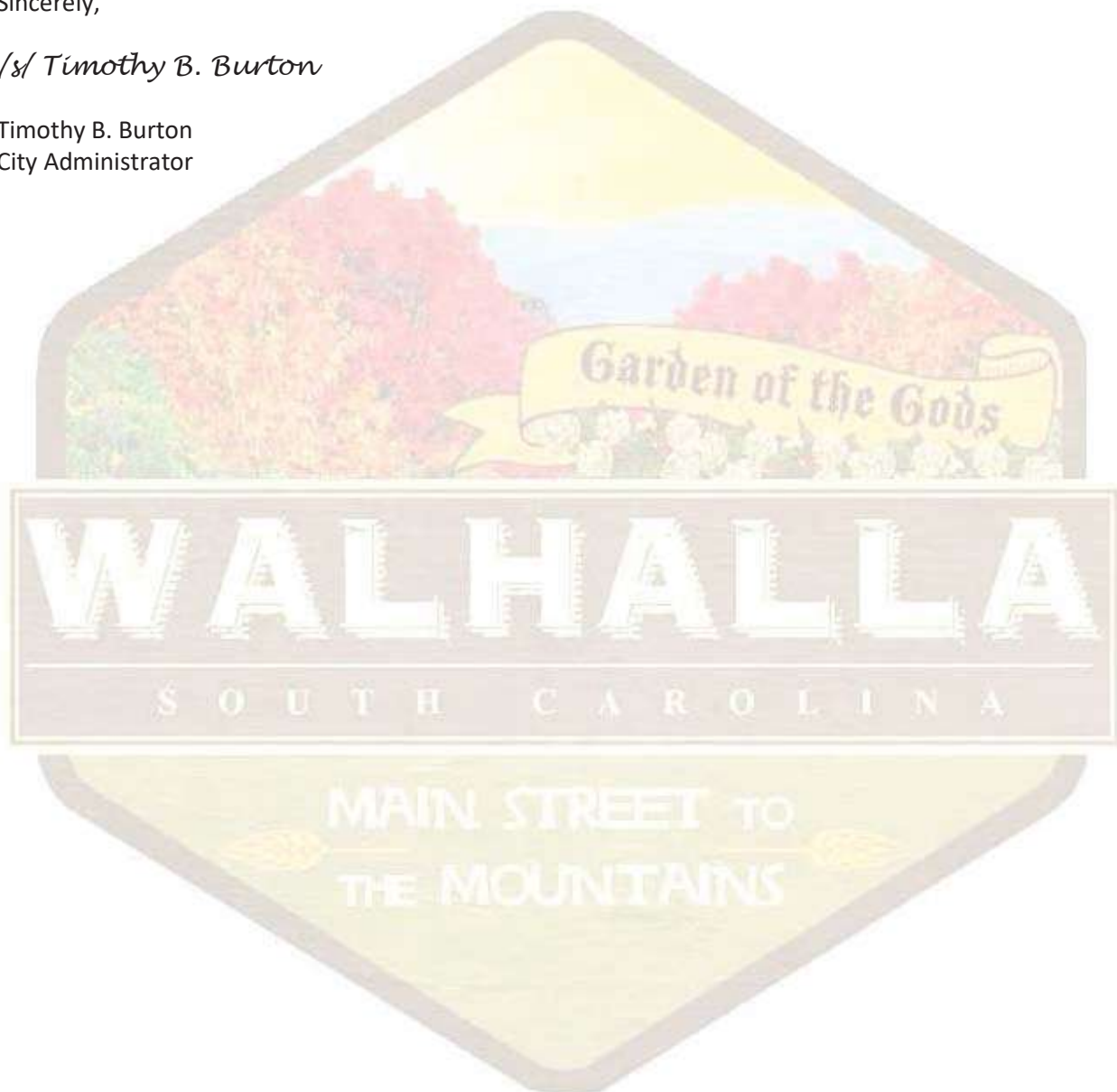
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I thank you in advance for your consideration of possible funding. I look forward to answering any questions that you may have.

Sincerely,

*/s/ Timothy B. Burton*

Timothy B. Burton  
City Administrator



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**OCONEE COUNTY, SOUTH CAROLINA**

**ORDINANCE NO. 2021-24**

**AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$1,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE KEOWEE FIRE TAX DISTRICT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.**

**ADOPTED: NOVEMBER 16, 2021**

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## AN ORDINANCE

**AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES, TAX-EXEMPT OR TAXABLE, IN AN AMOUNT NOT TO EXCEED \$1,500,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, EQUIPPING, OR REHABILITATING VARIOUS CAPITAL PROJECTS IN THE KEOWEE FIRE TAX DISTRICT; AUTHORIZING THE COUNTY ADMINISTRATOR TO PRESCRIBE THE FORM AND DETAILS OF THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS OF THE BONDS; PROVIDING FOR BORROWING IN ANTICIPATION OF THE ISSUANCE OF THE BONDS; AND OTHER RELATED MATTERS.**

### **THE OCONEE COUNTY, SOUTH CAROLINA, COUNTY COUNCIL ORDAINS:**

**SECTION 1. Findings.** The County Council (“Council”) of the Oconee County, South Carolina (“County”), finds and determines:

(a) Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended (“Constitution”), provides that each county may incur general obligation bonded indebtedness upon such terms and conditions as the General Assembly may prescribe by general law subject to the following limitations: (i) such debt must be incurred only for a purpose which is a public purpose and a corporate purpose for a county, and (ii) unless excepted therefrom, such debt may be issued in an amount not exceeding eight percent of the assessed value of all taxable property of such county (“Bonded Debt Limit”).

(b) Pursuant to Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended (“County Bond Act”), the county council of any county of the State may issue general obligation bonds for any corporate purpose of such county for a special tax district up to any amount not exceeding the Available Debt Limit (as defined below).

(c) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and result favorably thereto. Chapter 27, Title 11, Code of Laws of South Carolina, 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but is not required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(d) The County has created the Keowee Fire Tax District, as a special tax district of the County, according to section 4-9-30(5), Code of Laws of South Carolina, 1976, as amended, an Ordinance of the Oconee County Council enacted on August 19, 2003, as codified in the Code of Ordinances, Oconee County, South Carolina, Article IV of Chapter 14.

(e) The County has determined to acquire, construct, equip, or rehabilitate various capital projects, as more fully described in Section 20 (collectively, “Projects”), and to approve the procurement of the same as described in this Ordinance.

(f) The assessed valuation of all property in the Keowee Fire Tax District in the County as of September 23, 2021 (unaudited), for purposes of computation of the Bonded Debt Limit, is not less than \$50,707,880. Eight percent of this assessed valuation is \$4,056,630.40 (“Keowee Bonded Debt Limit”). As of the date

of this Ordinance (unaudited), the County has outstanding no more than \$525,755.00 of limited-tax general obligation indebtedness subject to the Keowee Bonded Debt Limit. As of the adoption of this Ordinance, the difference between the Keowee Bonded Debt Limit and the principal amount of the outstanding general obligation indebtedness subject to the Keowee Bonded Debt Limit (“Available Debt Limit”) is the amount of general obligation indebtedness which the County may incur without a referendum, which is no less than: \$3,530,875.00.

(g) The Council has found it is in the best interest of the County for the Council to provide for the issuance of one or more general obligation bonds of the County, pursuant to the provisions of the Constitution and laws of the State of South Carolina, in aggregate \$1,500,000 for the purpose of: (i) funding all or a portion of the Projects; and (ii) paying the costs of issuance related to the Bonds (defined below).

**SECTION 2. *Authorization and Details of Bonds and the Projects.*** Pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the County is authorized to issue an amount not to exceed the aggregate of \$1,500,000 in limited-tax, general obligation bonds of the County to be designated “Limited-Tax General Obligation Bonds of Oconee County, South Carolina” (“Bonds”) for the purposes set forth in Section 1(e). The Bonds also may be issued in one or more series, taxable or tax-exempt, from time to time as may be determined in the manner provided below with such further designation of each series to identify the year in which such bonds are issued.

The Bonds may be issued as fully-registered bond; dated the date of their delivery or such other date as may be selected by the County Administrator; may be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of the Bonds maturing in each year; shall be numbered from R-1 upward; shall bear interest, if any, from their date as may be determined by the County Administrator; and shall mature as determined by the County Administrator.

**SECTION 3. *Delegation of Certain Details of the Bonds to the County Administrator.*** The Council expressly delegates to the County Administrator determinations regarding the Bonds as are necessary or appropriate, including the form of the Bonds (or BANs) and whether to issue bonds as provided by any state or federal economic recovery or “stimulus” laws. The County Administrator is further directed to consult with the County’s bond counsel in making any such decisions.

**SECTION 4. *Registrar/Paying Agent.*** Both the principal installments of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The County Treasurer’s Office or a qualified financial institution shall serve as the Registrar/Paying Agent for the Bonds (“Registrar/Paying Agent”) and shall fulfill all functions of the Registrar/Paying Agent enumerated herein.

**SECTION 5. *Registration and Transfer.*** The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose, the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

The Bonds shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of the Bonds, the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee new fully registered Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bonds. Any Bond surrendered in exchange for a new registered Bond

pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name the fully registered Bonds shall be registered upon the registry books as the absolute owner of such Bonds, whether such Bonds shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bonds and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bonds to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring the Bonds is exercised, the County shall execute, and the Registrar/Paying Agent shall authenticate and deliver the Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of the Bonds during the period beginning on the Record Date (as defined in Section 6 hereof) and ending on an interest payment date.

**SECTION 6. *Record Date.*** The County establishes a record date (“Record Date”) for the payment of interest or for the giving of notice of any proposed redemption of the Bonds, and such Record Date shall be the 15th day of the calendar month next preceding an interest payment date on the Bonds or, in the case of any proposed redemption of the Bonds, such Record Date shall not be more than 15 days prior to the mailing of notice of redemption of the Bonds.

**SECTION 7. *Lost, Stolen, Destroyed or Defaced Bonds.*** In case the Bonds shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver at the principal office of the Registrar/Paying Agent, or send by registered mail to the owner thereof at his request, risk and expense, a new Bond of the same interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar/Paying Agent evidence or proof satisfactory to the County and the Registrar/Paying Agent of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in such amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar/Paying Agent. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen, or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

**SECTION 8. *Book-Entry Only System.***

(a) Notwithstanding anything to the contrary herein, so long as the Bond is being held under a book-entry system of a securities depository, transfers of beneficial ownership of the Bond will be effected pursuant to rules and procedures established by such securities depository. The initial securities depository for the Bond will be The Depository Trust Company (“DTC”), New York, New York. DTC and any successor securities depositories are hereinafter referred to as the “Securities Depository.” The Bond shall be registered in the name of Cede & Co., as the initial Securities Depository nominee for the Bond. Cede & Co. and successor Securities Depository nominees are hereinafter referred to as the “Securities Depository Nominee.”

(b) As long as a book-entry system is in effect for the Bond, the Securities Depository Nominee will be recognized as the holder of the Bond for the purposes of (i) paying the principal, interest and premium, if



any, on such Bond, (ii) if the Bond is to be redeemed in part, selecting the portions of such Bond to be redeemed, (iii) giving any notice permitted or required to be given to bondholders under this ordinance, (iv) registering the transfer of the Bond, and (v) requesting any consent or other action to be taken by the holder of such Bond, and for all other purposes whatsoever, and the County shall not be affected by any notice to the contrary.

(c) The County shall not have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in the Bond which is registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as holder of the Bond.

(d) The County shall pay all principal, interest and premium, if any, on the Bond issued under a book-entry system, only to the Securities Depository or the Securities Depository Nominee, as the case may be, for such Bond, and all such payments shall be valid and effectual to fully satisfy and discharge the obligations with respect to the principal of and premium, if any, and interest on such Bond.

(e) In the event that the County determines that it is in the best interest of the County to discontinue the book-entry system of transfer for the Bond, or that the interests of the beneficial owners of the Bond may be adversely affected if the book-entry system is continued, then the County shall notify the Securities Depository of such determination. In such event, the County shall appoint a Registrar/Paying Agent which shall authenticate, register, and deliver physical certificates for the Bond in exchange for the Bond registered in the name of the Securities Depository Nominee.

(f) In the event that the Securities Depository for the Bond discontinues providing its services, the County shall either engage the services of another Securities Depository or arrange with a Registrar/Paying Agent for the delivery of physical certificates in the manner described in (e) above.

(g) In connection with any notice or other communication to be provided to the holder of the Bond by the County or by the Registrar/Paying Agent with respect to any consent or other action to be taken by the holder of the Bond, the County or the Registrar/Paying Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than 15 days in advance of such record date to the extent possible.

**SECTION 9. *Execution of Bonds.*** The Bonds shall be executed in the name of the County with the manual or facsimile signature of the County Council Chairman and attested by the manual or facsimile signature of the Clerk to County Council under a facsimile of the seal of the County which shall be impressed, imprinted, or reproduced thereon. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. The Bonds shall bear a certificate of authentication manually executed by the Registrar/Paying Agent in substantially the form set forth herein.

**SECTION 10. *Form of Bonds.*** The Bonds shall be in the form as determined by the County Administrator under Section 3.

**SECTION 11. *Security for Bonds.*** The full faith, credit and taxing power of the County are irrevocably pledged for the payment of the principal and interest of the Bonds as they mature and to create a sinking fund to aid in the retirement and payment thereof, provided, however, there shall be levied and collected annually upon all taxable property in only the Keowee Fire Tax District in the County an ad valorem tax, without limitation as to rate or amount, sufficient for such purposes.

**SECTION 12. *Exemption from State Taxation.*** Both the principal of and interest on the Bonds shall

be exempt, in accordance with the provisions of Section 12-2-50 of the Code of Laws of South Carolina, 1976, as amended, from all State, county, municipal, school district and all other taxes or assessments, direct or indirect, general, or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes, but the interest thereon may be includable in certain franchise fees or taxes.

**SECTION 13. *Sale of Bond, Form of Notice of Sale.*** The Bonds may be sold at a public or private sale, as authorized by Section 11-27-40(4) of the Code of Laws of South Carolina, 1976, as amended, as the County Administrator may determine, using a Notice of Sale or other similar Notice, as the County Administrator may determine.

**SECTION 14. *Deposit and Application of Proceeds.*** It is expected that proceeds of the Bonds will be fully drawn at Closing. The proceeds of the Bonds or of BANs (authorized under Section 16 of this Ordinance), when drawn, will be deposited in a bond account fund for the County and shall be expended and made use of as follows:

(a) any accrued interest, if any, shall be applied to the payment of the first installment of interest to become due on the Bonds or BANs; and

(b) the remaining proceeds shall be expended and made use of to defray the cost of issuing the Bonds or BANs and to defray the costs of the Project. Pending the use of such proceeds, the same shall be invested and reinvested in such investments as are permitted under State law. Earnings on such investments shall be applied either to defray Project costs or, if not so required, to pay principal on the Bonds.

**SECTION 15. *Defeasance.***

(a) If a series of bonds issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the Ordinance hereunder, and all other rights granted thereby shall cease and determine with respect to such series of bonds. A series of bonds shall be deemed to have been paid and discharged within the meaning of this Section under any of the following circumstances:

(i) If the Registrar/Paying Agent (or, if the County is the Registrar/Paying Agent, a bank or other institution serving in a fiduciary capacity) (“Escrow Agent”) shall hold, at the stated maturities of the bonds, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such series of bonds or the interest thereon shall have occurred, and thereafter tender of payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of payment; or

(iii) If the County shall have deposited with the Escrow Agent, in an irrevocable trust, either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity thereof, as the case may be, the principal of and interest on which, when due, and without reinvestment thereof, will provide moneys, which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal, interest, and redemption premium or premiums, if any, due and to become due on such series of bonds and prior to the maturity date or dates of such series of bonds, or, if the County shall elect to redeem such series of bonds prior to their stated maturities, and shall have irrevocably bound and obligated itself to give notice of redemption thereof in the manner provided in the form of the bonds, on and prior to the redemption date or dates of such series of bonds, as the case may be; or

(iv) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on such series of bonds on the maturity thereof.

(b) In addition to the above requirements of paragraph (a), for this Ordinance to be discharged with respect to a series of bonds, all other fees, expenses, and charges of the Escrow Agent have been paid in full at that time.

(c) Notwithstanding the satisfaction and discharge of this Ordinance with respect to a series of bonds, the Escrow Agent shall continue to be obligated to hold in trust any moneys or investments then held by the Escrow Agent for the payment of the principal of, premium, if any, and interest on, such series of bonds, to pay to the owners of such series of bonds the funds so held by the Escrow Agent as and when payment becomes due.

(d) Any release under this Section shall be without prejudice to the rights of the Escrow Agent to be paid reasonable compensation for all services rendered under this Ordinance and all reasonable expenses, charges, and other disbursements and those of their respective attorneys, agents, and employees, incurred on and about the performance of the powers and duties under this Ordinance.

(e) Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the County for the purpose of paying and discharging any bonds shall be and are assigned, transferred, and set over to the Escrow Agent in trust for the respective holders of such bonds, and the moneys shall be and are irrevocably appropriated to the payment and discharge thereof. If, through lapse of time or otherwise, the holders of such bonds shall no longer be entitled to enforce payment of their obligations, then, in that event, it shall be the duty of the Escrow Agent to transfer the funds to the County.

(f) In the event any bonds are not to be redeemed within the 60 days next succeeding the date the deposit required by Section 15(a)(iii) or (iv) is made, the County shall give the Escrow Agent irrevocable instructions to mail, as soon as practicable by registered or certified mail, a notice to the owners of the bonds at the addresses shown on the registry books that (i) the deposit required by subparagraph (a)(iii) or (a)(iv) of this Section 15 has been made with the Escrow Agent, (ii) the bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption dates upon which moneys are to be available for the payment of the principal of, and premium, if any, and interest on, the bonds, and (iii) stating whether the County has irrevocably waived any rights to redeem the bonds, or any of them, prior to the maturity or redemption dates set forth in the preceding clause (ii).

(g) The County covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this Section, and whenever it shall have elected to redeem bonds, it will irrevocably bind and obligate itself to give notice of redemption thereof and will further authorize and empower the Escrow Agent to cause notice of redemption to be given in its name and on its behalf.

**SECTION 16. Authority to Issue Bond Anticipation Notes.** If the County Administrator should determine that issuance of BANs pursuant to Chapter 17 of Title 11 of the Code (“BAN Act”) rather than the Bonds would result in a substantial savings in interest under prevailing market conditions or for other reasons would be in the best interest of the County, the County Administrator is further requested and authorized to effect the issuance of one or more series of BANs pursuant to the BAN Act. If BANs are issued and if, upon the maturity thereof, the County Administrator should determine that further issuance of BANs rather than the Bonds would result in a substantial savings in interest under then prevailing market

conditions or for other reasons would be in the best interest of the County, the County Administrator is requested to continue the issuance of BANs until the County Administrator determines to issue the Bonds on the basis as aforesaid, and the Bond is issued.

**SECTION 17. *Details of Bond Anticipation Notes.*** Subject to changes in terms required for any particular issue of BANs, the BANs shall be subject to the following particulars:

(a) The BANs shall be dated and bear interest from the date of delivery thereof or, if the BAN is issued on a draw-down basis, from the date of each such advance, payable upon the stated maturity thereof, at the rate negotiated by the County Administrator and shall mature on such date, not to exceed one year from the issue date thereof, as shall be determined by the County Administrator.

(b) The BANs shall be numbered from one upwards for each issue and shall be in the denomination of \$5,000 or any integral multiple thereof requested by the purchaser thereof. The BANs shall be payable, both as to principal and interest, in legal tender upon maturity, at the principal office of a bank designated by the County or, at the option of the County, by the purchaser thereof.

The BANs also may be issued as one or more fully registered “draw-down” style instruments in an aggregate face amount not exceeding the maximum amount permitted hereunder, to a lending institution under terms which permit the balance due under such note or notes to vary according to the actual cash needs of the County, as shall be determined by the County Administrator. In such event, the County may draw upon such note or notes as it needs funds so long as the maximum outstanding balance due under such note or notes does not exceed the aggregate face amount thereof.

(c) The County Administrator is authorized to negotiate or to arrange for a sale of the BANs and to determine the rate of interest to be borne thereby.

(d) The BANs shall be in the form as determined by the County Administrator under Section 3.

(e) The BANs shall be issued in fully registered or bearer certificated form or a book-entry-only form as specified by the County, or at the option of the County, by the purchaser thereof; provided that once issued, the BANs of any particular issue shall not be reissued in any other form and no exchange shall be made from one form to the other.

(f) In the event any BAN is mutilated, lost, stolen or destroyed, the County may execute a new BAN of like date and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated BAN, such mutilated BAN shall first be surrendered to the County, and in the case of any lost, stolen or destroyed BAN, there shall be first furnished to the County evidence of such loss, theft or destruction satisfactory to the County, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such BAN shall have matured, instead of issuing a duplicate BAN, the County may pay the same without surrender thereof. The County may charge the holder of such BAN with its reasonable fees and expenses in this connection.

(g) Any BAN issued in fully-registered form shall be transferable only upon the books of registry of the County, which shall be kept for that purpose at the office of the County as note registrar (or its duly authorized designee), by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the County as note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any BAN, the County shall issue, subject to the provisions of paragraph (h) below, in the name of the transferee, a new BAN or BANs of the same aggregate principal amount as the unpaid principal amount of the surrendered

BAN. Any holder of a BAN in fully registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any BAN in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal and interest of any BAN in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the County shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such BAN to the extent of the sum or sums so paid.

(h) BANs issued in fully registered form, upon surrender thereof at the office of the County (or at such office as may be designated by its designee) as note registrar, with a written instrument of transfer satisfactory to the County, duly executed by the holder of the BAN or his duly authorized attorney, may, at the option of the holder of the BAN, and upon payment by such holder of any charges which the County may make as provided in paragraph (i), be exchanged for a principal amount of BANs in fully registered form of any other authorized denomination equal to the unpaid principal amount of surrendered BANs.

(i) In all cases in which the privilege of exchanging or transferring BANs in fully registered form is exercised, the County shall execute and deliver BANs in accordance with the provisions of such Ordinance. All BANs in fully registered form surrendered in any such exchanges or transfers shall forthwith be canceled by the County. There shall be no charge to the holder of such BAN for such exchange or transfer of BANs in fully registered form except that the County may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

**SECTION 18. *Security for Bond Anticipation Notes.*** For the payment of the principal of and interest on the BANs as the same shall fall due, so much of the principal proceeds of the Bond when issued shall and is directed to be applied, to the extent necessary, to the payment of the BANs; and, further, the County covenants and agrees to effect the issuance of sufficient BANs or bonds in order that the proceeds thereof will be sufficient to provide for the retirement of any BANs issued pursuant hereto.

**SECTION 19. *Tax and Securities Laws Covenants.***

(a) The County covenants that no use of the proceeds of the sale of the Bond or BANs authorized hereunder shall be made which, if such use had been reasonably expected on the date of issue of such Bond or BANs would have caused the Bond or BANs to be “arbitrage bonds,” as defined in the Code, and to that end the County shall comply with all applicable regulations of the Treasury Department previously promulgated under Section 103 of the Internal Revenue Code of 1954, as amended, and any regulations promulgated under the Code so long as the Bond or BANs are outstanding.

(b) The County further covenants to take all action necessary, including the payment of any rebate amount, to comply with Section 148(f) of the Code and any regulations promulgated thereunder.

(c) The County covenants to file IRS form 8038, if the Code so requires, at the time and in the place required therefore under the Code.

(D) The County Administrator is authorized to determine whether to declare the Bonds as “qualified tax-exempt obligations” according to Section 265(b)(3) of the Code.

**SECTION 20. *Project Description and Procurement.*** In accordance with the Code of Ordinances, Oconee County, South Carolina, Article V of Chapter 2, specifically sections 2-423, 2-428, and 2-444, the County hereby procures the Projects as are described in the attached Exhibit A, and more generally described as a One E-ONE 95’ Rear Mount Platform, Four-Man Cab, with a Cummins X15 605HP Engine,

SideStacker Tandem Axle Body, a 500 Gallon Water Tank, Center Mounted Ladder Storage Tunnel, a Waterous CSU 2000 GPM Pump, Advanced Aerial Control System, an Akron StreamMaster II Aerial Tip Monitor and a Breathing Air Platform with One 444CF Cylinder, or similar item(s), and related equipment.

**SECTION 21. *Authorization for County Officials to Execute Documents.*** The Council authorizes the County Administrator, Clerk to County Council and other County Officials to execute and consent to such documents and instruments, including, *e.g.*, purchase-sale agreements, option contracts, lease-purchase agreements, or other similar agreements, as may be necessary to effect the intent of this Ordinance, the issuance of the Bonds, and any documents related to the transfer to, or acquisition from (or both), the Projects.

**SECTION 22. *Amendments.*** The County Council, at any time and from time to time may enact amending or supplementing ordinances without the consent or concurrence of any registered owner of any Bond so long as the amendment or supplement does not materially and negatively impact any right of any holder of a Bond outstanding at the time of the enactment of the amendment or supplement.

**SECTION 23. *Publication of Notice of Adoption of Ordinance.*** Pursuant to the provisions of Section 11-27-40 of the Code, the County Administrator, at his option, is authorized to arrange to publish a notice of adoption of this Ordinance.

**SECTION 24. *Retention of Bond Counsel and Other Suppliers.*** The Council authorizes the County Administrator to retain the law firm of King Kozlarek Law LLC, as its bond counsel, in connection with the issuance of the Bonds.

The Council further authorizes the County Administrator to enter such contractual arrangements with printers and the suppliers of other goods and services necessary to the sale, execution and delivery of the Bond as is necessary and desirable. To the extent feasible, such arrangements shall be made with persons of sound reputation after obtaining two or more bids for such services; however, the County Administrator is authorized to make such arrangements without obtaining bids or quotes where (i) the services to be provided are unique or (ii) it is impractical to obtain bids in order to comply with any time requirements with respect to the issuance and sale of the Bond or (iii) the County has had previous experience with a supplier who has performed reliably and satisfactorily.

**SECTION 25. *General Repealer.*** All ordinances, rules, regulations, resolutions, and parts thereof, procedural, or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, repealed and this Ordinance shall take effect and be in full force from and after its adoption.

OCONEE COUNTY, SOUTH CAROLINA

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Chairman, County Council

(SEAL)  
ATTEST:

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Clerk to County Council

First Reading:      October 5, 2021  
Second Reading:    October 19, 2021  
Public Hearing:      November 16, 2021  
Third Reading:     November 16, 2021



**EXHIBIT A**  
**PROJECT DESCRIPTION AND PROPOSAL INFORMATION**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2021-13**

**A RESOLUTION CERTIFYING CERTAIN REAL PROPERTY IN  
OCONEE COUNTY AS AN ABANDONED TEXTILE MILL SITE,  
INCLUDING PARCELS IDENTIFIED BY TAX MAP NUMBERS  
210-00-01-003, 210-00-01-073, 210-00-01-024, AND 210-00-01-023.**

WHEREAS, the South Carolina Textiles Communities Revitalization Act (“Act”) was enacted in Title 12, Chapter 65 of the South Carolina Code of Laws, as amended (“Code”);

WHEREAS, section 12-65-30 of the Act provides that a taxpayer who rehabilitates an abandoned textile mill site may be eligible for either (a) a credit against certain income taxes, license fees or premium taxes, or (b) a credit against local property taxes;

WHEREAS, the County certified the Newry Mill and portions of adjacent real property as a Textile Mill Site by Resolution 2020-02 (“Newry Mill”);

WHEREAS, section 12-65-20(4)(b) of the Act provides that a “textile mill site” means “the textile mill structure, together with all land and improvements which were used directly for textile manufacturing operations or ancillary uses, or were located on the same parcel or a contiguous parcel within one thousand feet of any textile mill structure or ancillary uses”;

WHEREAS, West Clemson LLC (“WCLLC”) desires to rehabilitate certain real property identified as Oconee County Tax Map Number 210-00-01-003, 210-00-01-023, 210-00-01-024, and 210-00-01-073, and described on Exhibit A attached hereto (collectively, “Property”);

WHEREAS, the Property is in Oconee County, South Carolina (“County”);

WHEREAS, according to *Newry, A Place Apart* by Michael Hembree, selections of which are provided by WCLLC, attached, collectively, as Exhibit B, each parcel of the Property was used directly for textile manufacturing operations or ancillary uses, or was located on the same parcel or a contiguous parcel within one thousand feet of any textile mill structure or ancillary uses;

WHEREAS, according to the letter of June 23, 2021, attached as Exhibit C, the Appalachian Council of Governments has certified the Property is located in a distressed area of the County;

WHEREAS, WCLLC has represented that it is responsible for some or all of the rehabilitation expenses associated with the Property;

WHEREAS, pursuant to the Act, WCLLC may apply to the municipality or county in which the textile mill site is located for a certification of the textile mill site made by ordinance or binding resolution of the governing body of the municipality or county, which certification shall include findings that the:

- (1) The Property was a “textile mill” as defined in section 12-65-20(3) of the Act;
- (2) The Property has been “abandoned” as defined in section 12-65-20(1) of the Act; and
- (3) The geographic area of the Property is consistent with section 12-65-20(4) of the Act;

WHEREAS, WCLLC has applied to the County for certification of the Property as provided by the Act; and

WHEREAS, the County intends to provide the requested certification based on the information provided by WCLLC.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF OCONEE COUNTY, SOUTH CAROLINA:

Section 1. WCLLC has submitted to the County a request for a binding resolution for a certification of the Property pursuant to section 12-65-60 of the Act.

Section 2. Based on the information supplied by WCLLC and the County's understating of the Act, the County certifies that (i) the Newry Mill was, or contained, a "textile mill" as defined in section 12-65-20(3) of the Act, (ii) the Property has been "abandoned" as defined in section 12-65-20(1) of the Act, and (iii) the geographic area of the Property is located in a Distressed Area, as designated by the ACOG, and consistent with the definition of "textile mill site," as defined in section 12-65-20(4) of the Act.

Section 3. This Resolution provides no property tax relief whatsoever, and WCLLC has represented to the County that WCLLC will not seek any credits against real property taxes or fees under the Act or otherwise under South Carolina law. The County approves this Resolution with the understanding that WCLLC may seek a credit against income taxes imposed pursuant to chapter 6 and chapter 11 of title 12 of Code or corporate license fees pursuant to chapter 20 of title 12 of the Code, or insurance premium taxes imposed by chapter 7, title 38 of the Code, or any combination of the same. The County expresses no opinion regarding the availability of the same, or any other benefit, to WCLLC, but merely offers this Resolution solely for the certifications provided in Section 2.

Section 4. This Resolution is effective as of the date of adoption.

[REMAINDER OF PAGE BLANK]  
[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]

Approved and adopted: October \_\_\_\_, 2021

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
John Elliott, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Acting Clerk to Council  
Oconee County Council

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Property Description ALL that certain piece, parcel or tract of land, together with any and all improvements located thereon, lying and being situate in the State of South Carolina, County of Oconee, containing 3 acres, more or less, as shown and more fully described on plat prepared by SN Patterson, dated May 12, 1956, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book R at Page 159, said plat showing the following metes and bounds, to-wit:

BEGINNING at an iron pin in common now or formerly with Courtenay Mtg. Company; thence S50-34W 250 feet to an iron pin; thence N35-W 560 feet to an iron pin; thence S35-E 550 feet to point of beginning.

TMS # 210-00-01-023

ALSO, ALL that certain piece, parcel or tract of land, together with any and all improvements located thereon, lying and being situate in the State of South Carolina, County of Oconee, containing 3 acres, more or less, as shown and more fully described on plat prepared by SN Patterson, dated May 12, 1956, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book R at Page 159, said plat showing the following metes and bounds, to-wit:

BEGINNING at an iron pin in common with other property now or formerly of John L. Gaillard and Mae H. Gaillard; thence S50-34W 250 feet to an iron pin; thence N35-W 550 feet to an iron pin; thence N48-E 108 feet to an iron pin; thence S35-E 560 feet to the point of beginning.

TMS # 210-00-01-024

ALSO, ALL that certain piece, parcel of lot of land situate, lying and being in the State of South Carolina, County of Oconee, containing 640.34 acres, more or less, and being more particularly shown and designated on plat prepared by Wayne R. Garland, RLS #5298, dated March 15, 1980, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book P-42 at Page 197, and having the metes and bounds, courses and distances as upon said plat appear.

LESS AND EXCEPTING, ALL that certain piece parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, containing 1.676 acres, more or less, previously conveyed to Wayne Environmentals, Inc., by Statutory Deed, said Deed dated December 1, 1981, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina in Book 14-P at Page 85.

LESS AND EXCEPTING, ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, containing 4.053 acres, more or less, previously conveyed to Lydia Baptist Church of Newry, South Carolina by Statutory Deed, said Deed dated February 3, 1984, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina in Book 15-R at Page 385.

LESS AND EXCEPTING, ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Tract A containing 1.68 acres, more or less, as shown on plat prepared by R. Jay Cooper, PLS #4682, dated December 23, 2002, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book A923 at Page 9, reference to which plat is hereby invited for a more accurate description.

LESS AND EXCEPTING, all that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, containing 10.50 acres, more or less, and being shown and designated on a plat prepared for The May Corporation, LLC, a South Carolina Limited Liability Company prepared by Arrow North Surveying, LLC, dated October 17, 2019 and recorded in the Office of the Register of Deeds for said County in Plat Book B717 , at Page 5 and 6; reference to said plat being hereby made for a more complete metes and bounds description thereof.

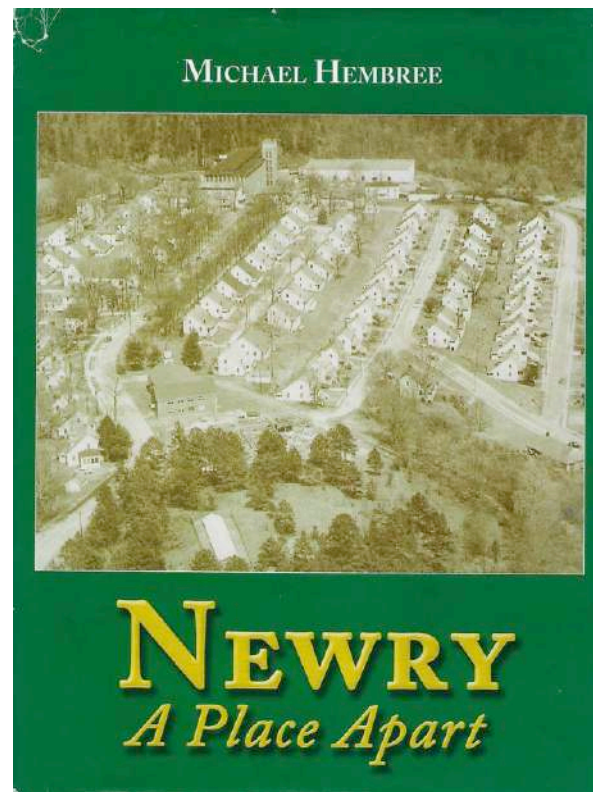
TMS # 210-00-01-003



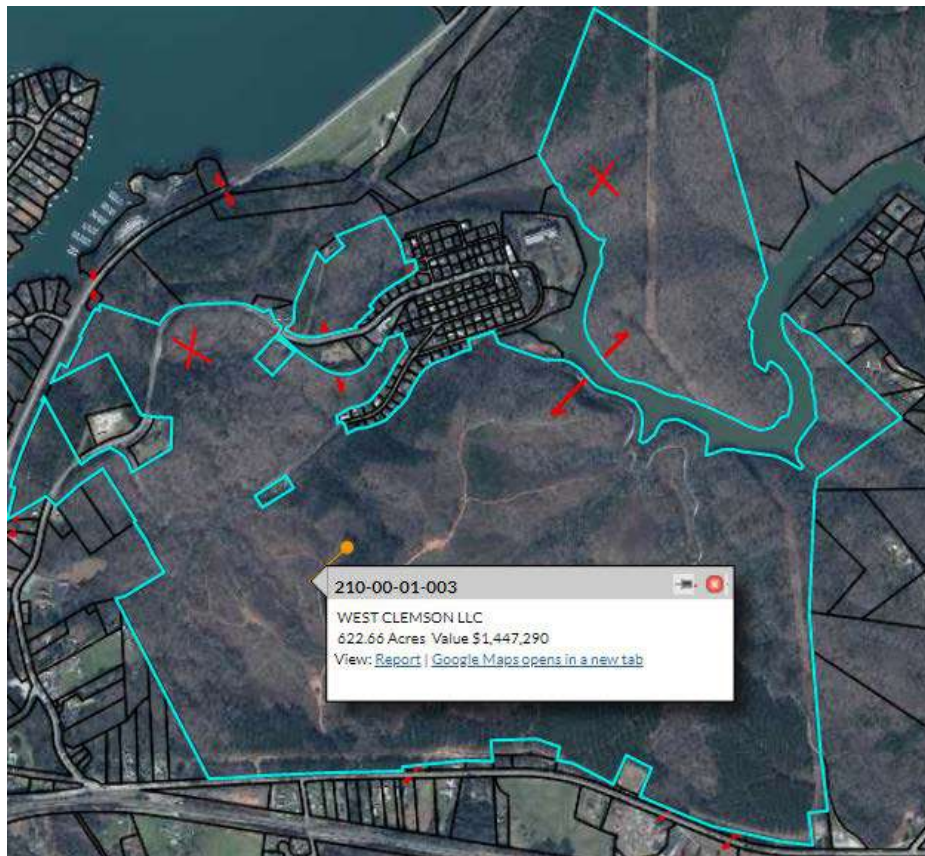
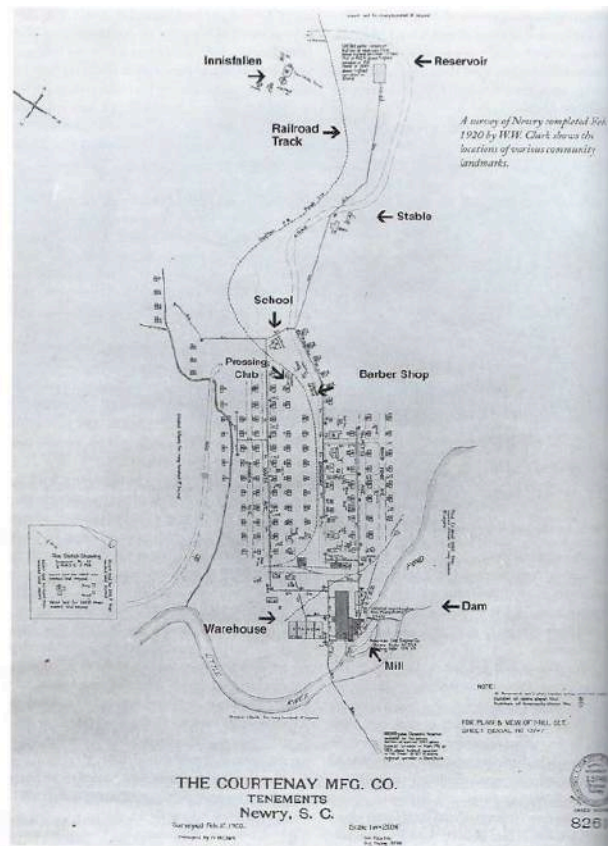
ALSO, ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Tract B, containing 1.004 acres, more or less, as shown on plat prepared by R. Jay Cooper, PLS #4682, dated December 23, 2002, and recorded in the Office of the Register of Deeds for Oconee County, South Carolina in Plat Book A923 at Page 9, reference to which is invited for a more complete and accurate description.

TMS # 210-00-01-073

**EXHIBIT B**  
**WCLLC SUPPORTING DOCUMENTATION FROM**  
**NEWRY, A PLACE APART BY MICHAEL HEMBREE**



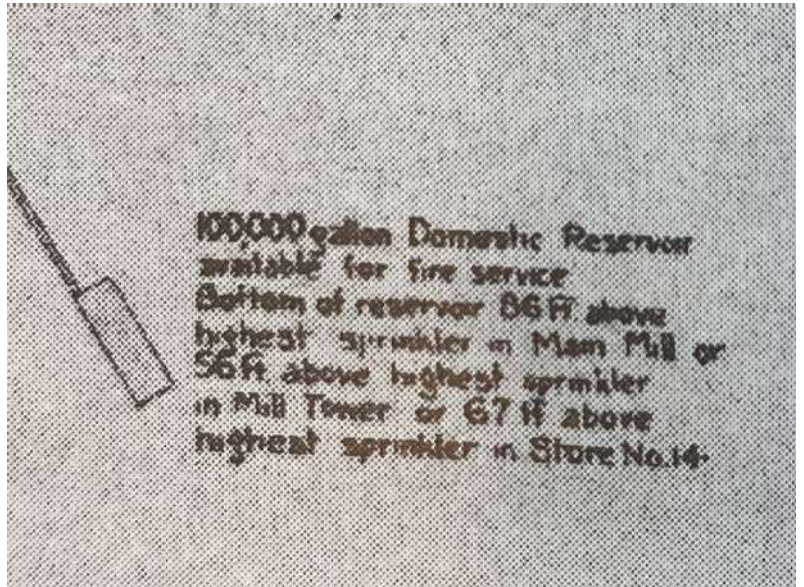
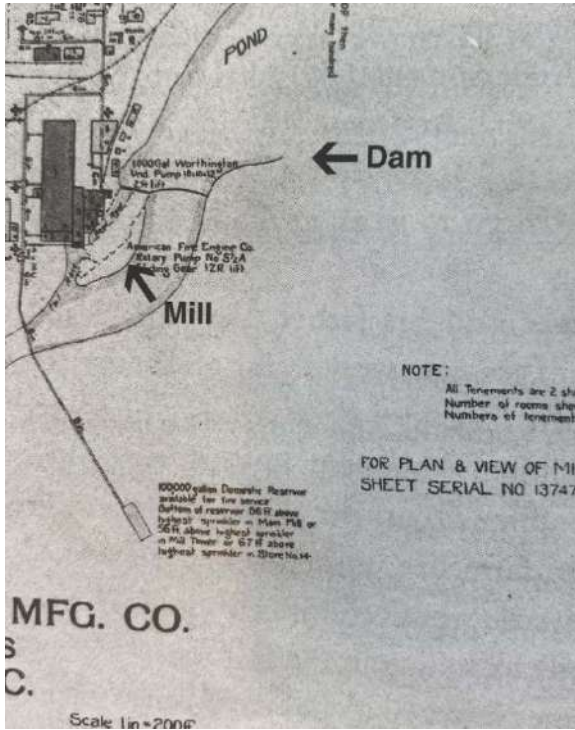
West Clemson, LLC owns approximately 640 acres surrounding the Newry Mill. According to *Newry, A Place Apart*, the primary authority on the Newry Mill community, the West Clemson property housed two of the Newry Mill's water reservoirs, storing 600,000 gallons of water to be used in the Newry Mill's operation. The excerpts below from *Newry, A Place Apart* demonstrate these ancillary uses.



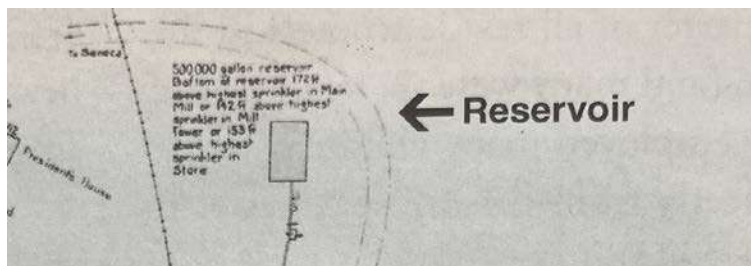
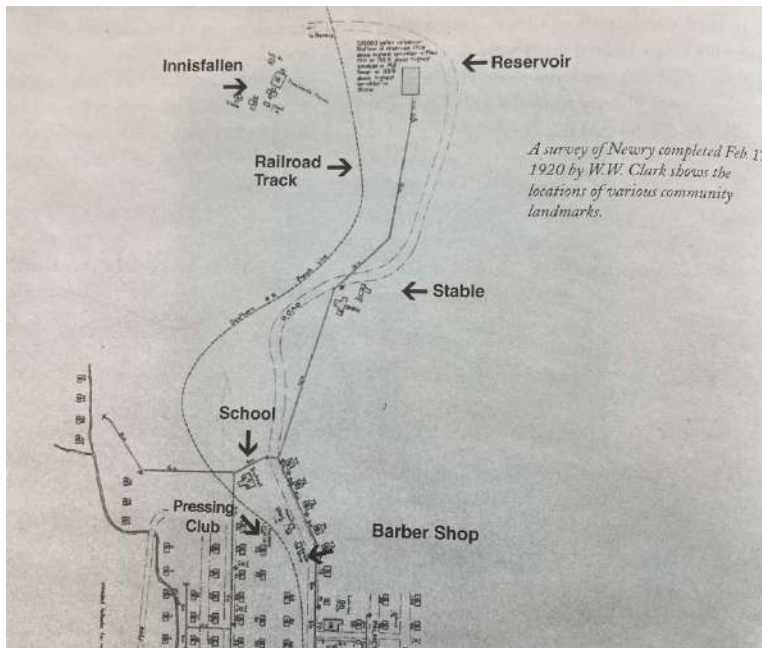
The black and white map from *Newry, A Place Apart* shows where Newry Mill's two reservoirs were originally located. The second map from Oconee County GIS shows the West Clemson, LLC property and the red "x" markers show the approximate location of the two reservoirs based on the historical map.



The East Reservoir (Across the Little River)



The West Reservoir



**EXHIBIT C**  
**APPALACHIAN COUNCIL OF GOVERNMENTS CERTIFICATION**



J. Philip Land, Jr.  
Haynsworth Sinkler Boyd, PA  
PO Box 2048  
Greenville, SC 29602-2048

June 23, 2021

Dear Philip,

The South Carolina Textiles Communities Revitalization Act provides the opportunity for tax credits for certain activities pertaining to a property that is located in a distressed area, as designated by the applicable council of governments. At their regular meeting on October 26, 2018, the Appalachian Council of Governments Board of Directors made these designations for Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties.

Through this correspondence, I am certifying that the following parcels contiguous to the Newry Mill site, comprised of Oconee County tax parcels 210-00-01-073, 210-00-01-024, 210-00-01-023, and 210-00-01-003, are located in a distressed area of the State of South Carolina, as designated by the Board of Directors of the Appalachian Council of Governments.

If we may provide further assistance with this effort, please do not hesitate to let me know.

With regards,



E. Brooke Ferguson  
Economic Development Director



**OCONEE COUNTY CONSERVATION BANK BOARD  
SEC. 2-404(b)(4) FINDINGS**

**Date: September 29, 2021**

**Applicant's Name: The Foothills Foundation, a South Carolina nonprofit corporation with federal tax-exempt status**

**Recommended Award: \$29,999.00**

**Parcel Name: Crawford Mill**

**Owner: William C. Keese**

**Acres: 40.09 Acres**

**Location: Oakway, South Carolina**

**Tax Map(s): 335-00-02-026 & 335-00-02-022**

**A. How the applicant meets the criteria set forth in section 2-403**

Rock Creek runs the entire length of the property and discharges into Lake Hartwell; conservation of the property will maintain water quality in the creek and protect water quality in Lake Hartwell.

The property has habitat suitable for threatened and endangered species, such as the Golden-winged Warbler and Southern Wood Frog and contains native habitat suitable for native species such as the tiger, spotted, and green salamanders.

The property contains a Native American petroglyph and the site of a mill that operated in the late 1700's.

The property is extremely scenic with its wide, clear stream and waterfalls that can be seen from Rock Creek Road and will provide public access.

The threat of development of the property is very high as the property is adjacent to Highway 11 and very close to I-85 and could easily be converted to a commercial or residential development.

**B. The purpose of the award and the use to which the land will be put**

The grant will be used to help fund the fee simple purchase and placement of a conservation easement on the property. The Foothills Farmstead plans for the property include preserving the water quality of Rock Creek through buffers and erosion control measures, protecting and making the Native American petroglyph viewable by the public, building a functioning 1700's era mill on the site where the original mill burned down in 1786, and growing and grinding corn, barley, and wheat. The Foothills

Farmstead will use the property to create a 1700's living history, working farm.

**C. The party responsible for managing and maintaining the land**

The Foothills Farmstead will be responsible for managing and maintaining the property and intends to partner with the Lake Hartwell Country Regional Tourism Commission, which will have the duty of overseeing and administering the project.

**D. The party responsible for monitoring and enforcing any conservation easements or other restrictions upon the land**

The Oconee Soil and Water Conservation District will hold a conservation easement on the property and will monitor the project and have the authority to bring enforcement actions to ensure that the conservation values are protected in perpetuity.

**E. How the parties designated in items C And D possess the expertise and financial resources to fulfill their obligations**

Though only in business since 2017, The Foothills Farmstead has raised \$150,000 to create an 1800's working farmstead on 16 acres it leases from Oconee County and which has been open to the public since July 2020. It has moved an 1870's farmhouse onto the property, which it will complete this year. It is a 501(c)3 nonprofit corporation with a Board of Directors and staff dedicated to its mission to preserve and educate the public about the agricultural way of life in the Foothills of the Southern Appalachian Mountains. The Foothills Farmstead's partnership with the Lake Hartwell Country Regional Tourism Commission, which manages the Bart Garrison Agricultural Museum and the Century Farm program for the State, will bring invaluable substantive and administrative expertise to the project. Finally, the Oconee Soil and Water Conservation District, which holds easements on 2700 acres in Oconee County and maintains a monitoring account with Oconee Federal Savings and Loan, will ensure that your conservation values on the property are maintained in perpetuity.

**F. The availability of funds in the OCCB fund for the award**

The Conservation Bank currently has available funds in the amount of \$328,027.

**G. Conservation Value and Cost Per Acre for OCCB to support project**

Due to the location of the property, the value to the County as conservation property is extremely high and is a bargain at a cost of \$748 per acre to the County.

**H. Any other findings or information relevant to the award**

The current owner of the property, William C. Keese is from an Oconee County family that traces its roots to the inception of America. Mr. Keese has a strong affinity for the history and agricultural heritage of Oconee County. The property has been appraised at \$600,000, yet Mr. Keese is going to sell the property to The Foothills Farmstead for \$300,000 and insisted that The Foothills Farmstead be in charge of this project. The next step in The Foothills Farmstead's goal of acquiring the property and building the 1700's working farm is obtain a grant from the South Carolina Conservation Bank for \$275,000.





# **Oconee County Conservation Bank Application for Funding**

**Oconee County, South Carolina**

To be completed pursuant to the  
OCCB Ordinance and OCCB Board Policies No. 0001 and 0003

**Send Completed Application to:**

Oconee County Conservation Bank Board  
c/o Clerk to Council  
via email to: [ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

**Application Deadlines: April 1, August 1, November 1**

## SECTION I - General Property/Project Information

### General Information

Property/Project Name: Crawford Mill

Property Address or Description of Location: Tax map numbers 335 00 02 026

335 00 02 022 Please see maps for location details 17285 South Hwy 11 Fair Play SC 29643

Acquisition type:  Fee Simple or  Conservation Easement

Total monetary amount requested: \$ 29,999.00

Conservation Value of property? \$ 300,000.00

*Attach a certified appraisal or an explanation of the basis for the Conservation Value. S1-A*

### Landowner

Name William C. Keese

Mailing Address 33 Everleigh Court Simpsonville SC 29681

Email Address [REDACTED]

Cell Phone [REDACTED]

Work Phone ( ) \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_

### Eligible OCCB Recipient ("Applicant") Seeking Funding

Name of Organization Foothills Farmstead LLC

Mailing Address 158 Grant Road Westminster SC 29693

Contact Name Alex Vassey

Contact Email Address [REDACTED]

Contact Cell Phone [REDACTED]

Contact Work Phone ( ) \_\_\_\_\_

Organization EIN 82-0943477

**Property Information**

Parcel ID or TMS#: 335 00 02 026 335 00 02 022

Plat Reference (Plat Book/Page) S1-B1: \_\_\_\_\_

Deed Reference (Deed Book/Page) S1-B1: \_\_\_\_\_

Current Zoning Classification: zone free

Total Acres: 40.09

Total Acres Forested: 22.15

Total Acres Cleared/Open/Pasture: 17.94

Total Acres Wetlands: none

Creeks and/or Rivers – Names, Length, Width: Fair Play Creek  
approximately 1680 feet free flowing stream through the property

\_\_\_\_\_  
\_\_\_\_\_

Total Acres Farmed – List Farm Type, e.g. livestock, row crop: \_\_\_\_\_  
22 acres in pine and hardwood 17 acres in hay

\_\_\_\_\_  
\_\_\_\_\_

Is project acreage part of larger parcel? If so, what is larger parcel acreage: \_\_\_\_\_

Unique characteristics of property (may be submitted as part of Applicant’s narrative):  
The property is part of a revolutionary land grant to the Crawford Family, A mill once stood at the bottom  
shoals of the creek before it exits the property. There is a native American petroglyph site along  
the creek side

\_\_\_\_\_

Show location of property on County Map S1-B2 and show location on other pertinent documents such as plat, USGS map, etc. S1-B3.

## Section II - Mandatory Requirements/Submissions

**1. Applicant's Requirements - by signing below the Applicant confirms that to the best of the Applicant's knowledge and belief all answers in this Application are accurate:**

- a. Applicant certifies that it notified all adjoining landowners within 5 days of submission of the application that:
- i. The Applicant is applying for funding from the OCCB and
  - ii. The adjoining landowners have 30 days to submit comments to the OCCB regarding the application. *Attach a list of the adjoining landowners and addresses. S2-A1*

yes                       no

***Failure to meet the above requirement will require the application to be returned to applicant for correction and resubmission.***

- b. Applicant agrees that OCCB funds may not be used for endowments, monitoring, staffing, management, planning, or any costs not associated with the purchase.

yes                       no

- c. Applicant acknowledges that, if no appraisal is attached and the Applicant is awarded a grant, a certified appraisal establishing the Fair Market Value of the Conservation Value and Property must be submitted within 12 months of Oconee County Council approval and that the award shall be 10% of the Conservation Value in the Appraisal or that the OCCB awarded, whichever is less.

yes                       no

- d. If this is a fee simple acquisition project, Applicant agrees to be bound by the Grant Agreement and the language required in OCCB Policy No. 0003, Grant Procedures in the deed.

yes                       no

- e. Is this a small grant application as defined in OCCB Ordinance Section 2-404(c)(3)d. and OCCB Policy No. 0003, Grant Procedures? To be a small grant application the request must be at least \$1 less than either \$30,000 or 10% of the Conservation Value, whichever is smaller.

yes                       no *If no, Applicant agrees to submit a certified environmental hazard assessment. S2-A5*

  
\_\_\_\_\_  
Signature of Applicant

07/01/21  
\_\_\_\_\_  
Date

**2. Landowner's Requirements\*:** *by signing below the Landowner confirms that to the best of the Landowner's knowledge and belief all answers in this Application are accurate, in addition:*

a. Is Landowner committed to placing a Conservation Easement on the property or to conveying title to the property to the Applicant with OCCB deed restrictions if a grant of OCCB funds is approved?

yes                       no

b. Landowner certifies that the Applicant notified Landowner in writing:

- i. that the property interest purchased with OCCB funds will result in a permanent conveyance of such property interests from the Landowner to the Applicant, and
- ii. that it may be in the Landowner's best interests to retain independent legal counsel, appraisals, and other professional advice.

c. Does Landowner agree to allow inspection by the OCCB of the property and project being presented for OCCB funding?

yes                       no

d. Are there any existing liens, mortgages, or other encumbrances, such as easements, restrictive covenants, etc., that currently exist on the property?

yes                       no

*If yes, attach a list of the encumbrances. S2-B4a.*

*If this is an application for the funding of a Conservation Easement and there is a mortgage, the Landowners must submit documentation showing that Applicant or Landowner has notified each lender in writing that if OCCB funding is awarded, the mortgage will be subordinate to the Conservation Easement. S2-B4b.*

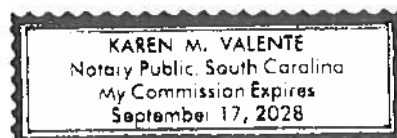
William C Keese  
Signature of Landowner

7/16/2021  
Date

Sworn and subscribed this 16<sup>th</sup> day of July 2021.

Karen M. Valente  
Notary Public for  
My Commission expires:                      MY COMMISSION EXPIRES SEPTEMBER 17, 2028

\* May be submitted as Landowner's notarized affidavit.



## Section III - Applicant and Project Information

**1. Applicant Information - Type of Organization seeking funding. Check one:**

- Oconee County
- Municipality located in Oconee County
- Oconee County agency or commission whose mission relates to land conservation
- Public Charity having tax-exempt status under IRS Code of 1986
- Federal, State, or local agency operating for natural protection, land conservation, or historical preservation purposes

**2. Entity that will be responsible for managing the land**

Name Foothills Farmstead

Mailing Address 158 Grant Road Westminster SC 29693

Contact Name Alex Vassey

Contact Email [REDACTED]

Cell Phone [REDACTED]

Work Phone (     )                     

**3. Entity that will be responsible for enforcing conservation easement or deed restrictions and grant agreement.**

Name Oconee Soil and Water Conservation District

Mailing Address 301 West South Broad Street Walhalla SC 29691

Contact Name Eddie Martin

Contact Email [REDACTED]

Cell Phone [REDACTED]

Work Phone (     )

#### 4. Applicant Information

- a. How will you be able to complete the project and secure additional funding to acquire the designated property interests? *Attach additional sheet if necessary.*

S3-D1

Foothills Farmstead is applying for funding from The South Carolina Conservation Bank for an amount of 275,000 and funds from Upstate Forever to complete the bargain purchase price for the property

- b. How many total acres of land have you conserved in:

0 South Carolina 16 Oconee County          Other

We are partnering with Oconee Soil and Water Conservation District who protects over 2700 acres

- c. Briefly describe the lands your organization has preserved in this State and County, include size, location, and method of preservation.

The Foothills Farmstead has a thirty year lease with an option to renew on 16 acres owned by Oconee County. The paramaters of the lease instruct The Foothills Farmstead to create a living history working farm circa 1925 on site. The main farmhouse is being reconstructed on site and five other buildings are scheduled after completion of the farmhouse.

- d. Explain how the Conservation Easement and/or deed restrictions on the protected land will be enforced. *Attach additional sheet if necessary.* S3-D4

Oconee Soil and Water Conservation District has a strict monitoring program which monitors the easements at least yearly, correcting any non-prescribed uses not allowed in the conservation easement

#### 5. Land Management Information

- a. Please describe the financial resources and qualifications of the managing entity. *Attach additional sheet if necessary.* S3-E1

- b. Does the Applicant or Landowner have a conservation land management plan for this project? *If so, attach the plan or a summary of the plan. If no, please describe the uses to which the property will be put and how they will conserve the property.* S3-E2

yes

no

Plans are to reconstruct a mill on site, have demonstration farm areas, and a protection area for



## Section IV - Conservation Criteria

### 1. Environmental Sensitivity

- a. Does the property contain or adjoin wetlands?

yes                       no

*If yes, attach documentation, such as GIS using NWI or USFWS; regarding the wetlands, wetland delineation, or certification by USACOE or NRCS. S4-1a*

- b. Does the property contain or adjoin a USGS Blue Line Stream or Lake?

yes                       no

*If yes, provide a USGS topographic map showing such stream or lake in relation to property. S4-1b*

- c. Does the property contain or adjoin Water Classified as:

(i) Outstanding Natural Resource Water  
 (ii) Outstanding Resource Water  
 (iii) Trout Water

*If yes, provide evidence of classification by SC DHEC. S4-1c*

- d. Does the property currently contain threatened or endangered species?

yes                       no

*If yes, attach certification by SC DNR, NRCS, USFS or other qualified professional providing evidence of such species or likelihood of existence on the property. S4-1d*

- e. Does the property currently contain habitat suitable for threatened or endangered species?

yes                       no

*If yes, attach documentation by SC DNR, NRCS, USFS or other qualified professional providing evidence of the habitat suitability for specific species. S4-1e*

- f. Does the property currently contain native wildlife species or habitat suitable for native wildlife species?

yes                       no

*If yes, provide evidence (e.g. Statement from a qualified agency or professional, etc.) of such species existence on the property or of habitat suitability for such species. S4-1f*

g. Does the property contain special or concentrated biodiversity? *If yes, please provide evidence of the biodiversity on the property, such as photographs, species list, or narrative description. S4-1g*

yes                       no

h. Does the property currently contain a unique geological feature?

yes                       no

*If yes, provide a description and evidence of geological feature(s). S4-1h*  
Photos fo the petroglyphs from the site are attached

**2. Does the property share a boundary with Protected Land?**

yes                       no

*If yes, describe the Protected Land and present a legible map showing such Protected Land in relation to the property. S4-2a*

*If yes, what percentage of a boundary is shared with such Protected Land?*

1%-25%       26%-50%       > 50%       100%

**3. Does the property contain any of the following pre-historic or historic features or designations? Check those in a – e that apply.**

a.  Listing on the National Historic Register? *Provide a letter or other evidence from the Department of the Interior demonstrating such listing. S4-3a*

b.  Eligible for listing on the National Historic Register? *Provide a letter or other evidence from the SC State Historic Preservation Office demonstrating such eligibility. S4-3b*

c.  Contains historic or pre-historic structures? *Provide evidence in the form of photographs and a description of the reason the structure(s) are considered historic or pre-historic. S4-3c*

d.  Contains a site(s) of historic or pre-historic significance without a structure? *Provide evidence in the form of photographs and a description of the reason the site(s) are considered historic or pre-historic. S4-3d*

The site contains native American petroglyphs currently concealed by vegetation and falling debris to protect the artifacts from vandals and excessive weathering. The area will be offered protection by kiosk once secured by the purchase. Pictures attached

e.  Location of an Historic Event? *Provide a description and evidence of the event. S4-3e*

f. Is this an application for a solely cultural or historic site?

yes  no

*If yes, submit documentation describing the significance of the site and the preservation plans; plans to restore the property, provide public access, and provide signage related to the cultural or historical significance, etc. S4-3f*

**4. Does the property contain soils classified as Prime or Important by the State of South Carolina?**

yes  no Less than 10%

*If yes, what percentage of the property contains soils classified as Prime or Important by the State of South Carolina?*

30%-44%  45%-59%  60%-75%  >75 %

*If yes, provide a legible soil overlay map showing such Prime or important soil types upon the property. S4-4b*

**5. Is the property farmland as defined under one or both of following criteria?**

- a.  Actively Farmed - Provide documentation that the property has been farmed for the last five years, such as copies of filed IRS Forms Schedule F or documentation demonstrating that the landowner has produced significant agricultural products. S4-5a
- b.  Future Plans - Provide documentation explaining the extent to which the proposal will keep the property in farmland or wooded land. S4-5b

**6. Is the property visible to the public from one of the following?**

- a. Public road?  yes  no
- b. Public land?  yes  no

*If yes, provide supporting documentation. S4-6*

**7. Does the property provide one of the following?**

- a. Scenic View from the property?  yes  no
- b. Maintain Scenic Nature of the County?  yes  no

*If yes, provide supporting documentation. S4-7*

**8. Does the proposal for the conservation project on the Property allow for the following? See OCCB Policy No. 0003 for definitions.**

- a. Limited Access by the public to the property?  yes  no

*If yes, provide supporting documentation. S4-8a*

- b. Unlimited Access by the public to the property?  yes  no

*If yes, provide supporting documentation. S4-8b*

**9. Location of Property.**

- a. Proximity to Protected Lands: Property is located within the OSCWD area of concern and is near several other protected parcels Provide supporting documentation. S4-9a

b. Proximity to municipality or community: 3.3 miles to Fair Play 12 miles to Seneca  
\_\_\_\_\_ Provide supporting documentation. S4-9b

**10. Is there a threat of development?**

yes       no

*If yes, provide documentation or a detailed narrative description of the threat. S4-10*

The property is less than five miles from the SC Visitors Center on Interstate 85. A tremendous push by county and state governments for development of the I-85 corridor has been going on for years. A tract of this size with the historic aspects contained therein would be picked up immediately if placed on the open market.

**11. What is the approximate acreage of the property to be conserved?**

40.09 Acres

*Provide documentation to support the stated acreage, including survey(s), tax information, deeds or other similar documentation. S4-11*

**12. What, if any, is the potential positive or negative impact on water quality to wetlands or other water bodies not on the property?**

The stream is part of the watershed that drains into Lake Hartwell, a reservoir used as a resource for drinking water. By conserving the area around this stream and keeping it farm and forest it will help reduce runoff and possible other contaminants from flowing with the creek. The farm uses for the fields plan no spray or additional fertilizers that would cause pesticide run off.

**13. Attach a narrative description of the intended plans for the property, including the specific requirements that will be in the Conservation Easement or Deed, and how they will be accomplished. Include plans, such as restoration plans, commitments for future public access, and stream buffers for the property not already addressed in this Application. S4-13**

## Section V - Financial Criteria

**1. Provide a narrative description to verify that the entity obligated to enforce the Conservation Easement or deed restrictions has the financial resources to enforce the easement or restrictions. If Applicant fails to provide sufficient information, the Board will not recommend Council award a grant. S5-1**

**2. What percent of Conservation Value is being requested from the OCCB?**

- |                       |                              |
|-----------------------|------------------------------|
| a. Conservation Value | \$ <u>300,000.00</u>         |
| b. OCCB Request       | \$ <u>29,999.00</u>          |
| c. Percent            | <u>.099</u> % (b ÷ a x 100%) |

**3. Describe any committed, applied for, or potential matching funds and known or predicted timeline for receipt of matching funds, including landowner donation or a bargain sale by seller.**

Closing for the property will be set up immediately when funds have been totally secured. SCCB will meet in the next quarter to approve funding for projects supplied by their July 31 deadline. We are confident this project will rank highly in the funding criteria. Upstate Forever has been approached about this project and has funding available for use in Oconee county. We will be applying for support from these two organizations

**4. Describe partnerships, management agreements, management leases, or other joint efforts that will help this project succeed.**

Foothills Farmstead has a management agreement with Lake Hartwell Country, formerly The Pendleton Historic District to provide supplemental manpower to run the property once the purchase has been made and the site has been prepped to accept visitors from the public. LHC already has two sites which they provide docents and management for, The Bart Garrison Agricultural Museum of SC, and the Historic Iron Oak Barn event center in Pendleton SC

**5. How does the proposal present a unique value opportunity in that it protects land at a reasonable cost?**

- |                    |                                 |
|--------------------|---------------------------------|
| a. \$ <u>748</u>   | Cost per acre of OCCB funds     |
| b. \$ <u>14966</u> | Fair market value per acre      |
| c. <u>.049</u>     | % (a ÷ b x 100 = <u>4.99</u> %) |

**6. Describe other ways that the project could provide economic benefits to Oconee County.**

With its proximity to the I 85 corridor, South Carolina Visitors Center, Lake Hartwell State Park and other state and county parks near by, and the connection to the Agricultural Museum of South Carolina and Lake Hartwell Country which is a marketing entity for South Carolina, once completed Crawford Mill could be a major tourism draw for the county.

**OCCB Application Attachment List** (Each attachment must reference section and question to which it applies.)

Check	Reference	Title	Required
✓	S1-A	Certified appraisal or explanation of basis for Conservation Value	X
	S1-B1	Legal Description of the property	
✓	S1-B2	Location on County Map	X
	S1-B3	Surveys, USGS maps, directions, county locator map, etc.	
✓	S2-A1	Adjoining landowners notification: landowners and addresses list	X
	S2-A5	Certified environmental hazard assessment	
	S2-B4a	List of liens, mortgages, or encumbrances, etc.	
	S2-B4b	Mortgage lender notification: subordinate to CE	
	S3-D1	Project Completion and additional funding plans	
	S3-D4	Conservation Easement/deed restriction enforcement plan	
✓	S3-E1	Qualification of Managing Entity	
✓	S3-E2	Land Management Property Plan	
	S4-1a	Wetland certification	
✓	S4-1b	USGS Blue Line Stream or Lake documentation and map	
	S4-1c	SC DHEC Water Classification	
	S4-1d	Threatened or endangered species certification/evidence	
✓	S4-1e	Habitat suitability certification/evidence	
✓	S4-1f	Native wildlife species or habitat certification/evidence	
	S4-1g	Biological diversity evidence	
	S4-1h	Geological feature evidence	
	S4-2a	Protected Land Map relationship	
✓	S4-3 a-e	National Historic Register or Pre-historic structures/site evidence	
	S4-3f	Solely Cultural or Historic Site documentation	
✓	S4-4b	Soil overlay map of Prime or important soils types	
	S4-5 a-b	Actively Farmed documentation or plans/proposal	
	S4-6	Property visibility to public documentation	
✓	S4-7	Scenic View documentation	
	S4-8 a-b	Limited or Unlimited Access to Property documentation	
✓	S4-9 a-b	Location of Property supporting documentation	
	S4-10	Threat of development documentation or narrative	
✓	S4-11	Property size documentation: surveys, tax or deeds information	Deeds included in appraisal
✓	S4-13	Narrative of property plans <i>included in S3-E2</i>	
✓	S5-1	Enforcement Party financial resources documentation	X



**Appraisal of**  
**Land & Improvements**  
**Crawford Mill Farm**  
**518 Rock Creek Drive**  
**Fair Play, South Carolina 29643**



**Restricted Appraisal Report**

**Prepared for**  
**Mr. William C. Keese**  
**33 Everleigh Court**  
**Simpsonville, South Carolina 29681**

**Date of Inspection/Valuation**  
**April 28, 2021 – As Is**

**Prepared by**  
**Allen D. McCravy, MAI**  
**Stone & Associates**  
**1100A Rutherford Road**  
**Greenville, South Carolina 29609**



## STONE & ASSOCIATES

1100A RUTHERFORD ROAD • GREENVILLE, SC 29609  
TEL. (864) 232-3051 • FAX (864) 232-3053 • E-MAIL [amccravy@stoneandassoc.com](mailto:amccravy@stoneandassoc.com)

June 1, 2021

Mr. William C. Keese  
33 Everleigh Court  
Simpsonville, South Carolina 29681

Subject: Land & Improvements  
Crawford Mill Farm  
518 Rock Creek Drive  
Fair Play, South Carolina 29643

Dear Mr. Keese:

This restricted appraisal report is intended to comply with the reporting requirements set forth under STANDARD 2 of the Uniform Standards of Professional Appraisal Practice and Advisory Opinions (2020 - 2021 Edition) for a restricted report. As such, it includes limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated herein. The appraiser is not responsible for unauthorized use of this report.

At your request, I have prepared a restricted appraisal report of the above referenced property. The subject site contains an aggregate of 40.09 acres, or 1,746,320 square feet, and is along the eastern side of SC Highway 11, and along the eastern and western sides of Rock Creek Drive. The property is just north of Lake Hartwell and approximately 2.0 miles north of Interstate 85. The subject is within the general community of Fair Play, Oconee County, South Carolina. The physical address is 518 Rock Creek Drive, Fair Play, South Carolina 29643, and the subject is further identified on Oconee County Tax Maps as Parcel Numbers 335-00-02-022 and 026. The subject is referred to as Crawford Mill Farm.

The subject tract includes frontage along SC Highway 11 and Rock Creek Road. The tract descends off of road grade, but includes gently rolling topography for the remainder of the tract. The tract is primarily wooded, but includes some open cleared areas around the improvements and some areas surrounding the creek. The subject property is bisected by Fair Play Creek and includes two small waterfalls. The property includes partial remains of a late 1700s grist mill, which are located near one of the waterfalls. The subject tract is serviced by well water, as well as public water, and septic tank.

Mr. Keese  
June 1, 2021  
Page Two

The subject tract is improved with a caretaker's house, as well as a main single-family residence. The one-story caretaker's house consists of approximately 1,056 square feet of gross living area and is wood frame with T-111 siding exterior. The structure includes a gable style metal roof and is improved with a wood deck along a portion of the northern and eastern elevation. This building includes a den area, kitchen, two bedrooms, and full bathroom. The interior includes paneling along the walls, with carpet and vinyl for the floor covering. This structure was built on an old mobile home foundation.

The single-family house consists of one and partial two stories, with approximately 850 square feet of gross living area. The house has wood siding exterior and a gable style metal roof. The house includes a wood porch along one elevation. This building includes a den area, living room, kitchen, two bedrooms, and one and a half bathrooms. The interior includes wood, ceramic tile, and carpet floor covering, with textured sheetrock ceilings and sheetrock walls. This structure is approximately 10 years old.

The purpose of this appraisal is to estimate the as is market value<sup>1</sup> of the fee simple estate<sup>2</sup> of the subject property as of the date of inspection, which was April 28, 2021.

This appraisal report has been prepared for the exclusive benefit of the client, Mr. William C. Keese, as well as Oconee Soil & Water, and Upstate Forever as additional intended users. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report without the preparer's written consent does so at his or her own risk. It is my understanding that the purpose of this report is to assist the client with establishing the market value for internal decision making and potential sale.

#### History

##### **335-00-02-022**

According to current courthouse documents, the owner of record for the subject property is listed as William C. Keese who acquired the property from Clinton A. & Shirley I. Miller for a consideration of \$65,000 on March 16, 2005. The deed to this transaction is recorded in the Oconee County ROD Office in Deed Book 1468, beginning at Page 13. A copy of this deed can be found in the Addenda section of this report.

##### **335-00-02-026**

According to current courthouse documents, the owner of record for the subject property is listed as William C. Keese who acquired the property from Deryl C. Keese for a consideration of \$5.00 love and affection on November 30, 2004. The deed to this transaction is recorded in the Oconee County ROD Office in Deed Book 1384, beginning at Page 353. A copy of this deed can be found in the Addenda section of this report.

Nothing has been provided to indicate the subject property is currently listed for sale or is under contract.

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<sup>1</sup> The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition. Chicago: The Appraisal Institute, 2015.

<sup>2</sup> The Dictionary of Real Estate Appraisal, 6<sup>th</sup> Edition. Chicago: The Appraisal Institute, 2015.

Mr. Keese  
June 1, 2021  
Page Three

### **Highest and Best Use**

#### *As Though Vacant*

The size, shape, and topography affect the uses to which land may be developed, and the utility of a parcel of land often depends on its frontage and depth. The subject site contains a total land area of 40.09 acres. This land area will accommodate a variety of medium to larger sized land uses. The overall contour of the subject site is considered to be descending from road grade, but gently rolling. Utilities available to the subject site include water, septic, electricity, and telephone service. The subject tract maintains an irregular shape with good overall utility. The subject site possesses the needed physical characteristics to optimally reach its highest and best use.

The subject property is currently unzoned by Oconee County. The subject neighborhood is along SC Highway 11 and includes a mixture of light industrial, residential, commercial and various other land uses. Based on the influence of Lake Hartwell, and the demand for residential in the surrounding area, it is deemed that it would be financially feasible to develop the tract with a residential related use. With consideration given to the general make-up of the area, the size of the subject tract, the appeal of the physical amenities, and the current lack of zoning, the maximally profitable use that would provide the greatest return to the land, would be as a residential related use.

#### *As Improved*

The improvements to the subject site, as stated previously, consist of two single-family structures. The existing improvements are considered to be consistent with the highest and best use of the subject tract and provide contributory value to the underlying land.

### **Valuation**

As discussed, the purpose of this analysis is to provide a value for the 40.09 acres of land; as well as the contributory value of the residential structures. The sales comparison approach has been performed for value of the land area. Additionally, the cost approach has also been performed to establish contributory value of the existing residential structures.

#### **Cost Approach**

Direct costs include both the site and building improvements. Using costs from Marshall Valuation, the total site improvements are estimated to be \$25,000. The estimated cost of the building improvements is \$217,659. Adding the estimated cost of the site improvements and building improvements results in a total direct cost of \$242,659. The indirect costs are added to the direct costs as well as an entrepreneurial incentive of 12% has been added. I have applied depreciation via the breakdown method; this results in a total contributory value for the improvements of \$260,000. Refer to the following pages for the cost approach.

Mr. Keese  
June 1, 2021  
Page Four

**Site Valuation (40.09 Acres)**

To determine a value indication for the 40.09 acres of land, the sales comparison approach has been performed. Five comparable land sales have been included. All of these sales are in Oconee County (Fair Play area) and are considered to share similar physical and locational characteristics as the subject, as well as a similar highest and best use.

After making the necessary adjustments, the price per acre indications range from a minimum of \$6,813 to a maximum of \$8,708. The mean and median indications are \$8,048 and \$8,433 per acre, respectively. Considering all of the land sales, and the appeal of the subject tract, a price per acre indication for the subject of \$8,500 is considered reasonable.

Multiplying 40.09 acres by \$8,500 results in a value indication for the underlying land of \$340,765. To this, I have added the contributory value of the improvements, which results in a total rounded value of **\$600,000**.

After analyzing the subject property and its market and considering the various factors entering into the appraisal analysis, including the Assumptions and Limiting Conditions contained in the attached report, it is my opinion that the as is market value of the fee simple estate of the subject property, as of April 28, 2021, is:

**Land & Improvements**  
**Six Hundred Thousand Dollars**  
**(\$600,000)**

The appraisal analysis, opinions and conclusions were developed and this appraisal report has been prepared in conformance with (and the use of this report is subject to) all regulations issued under Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice and Advisory Opinions (USPAP) 2020 - 2021 Edition as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

I certify that I have the experience and knowledge to competently complete an appraisal of this type, and have made other appraisals of similar properties in the past. I further certify that an inspection of the subject property was performed Allen D. McCravy, MAI.

The employment of the appraiser was not conditional upon the appraiser producing a specified value or a value within a given range. Future employment prospects are not dependent upon the appraiser producing a specified value. Employment of the appraiser and the payment of the fee are not based on whether a loan application is approved or disapproved.

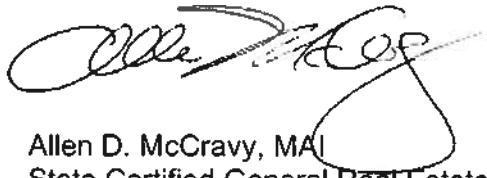
SI-A

Mr. Keese  
June 1, 2021  
Page Five

I appreciate the opportunity to be of service. If you have any questions or require any additional information, please feel to contact me any time.

Respectfully submitted,

**Stone & Associates**

A handwritten signature in black ink, appearing to read "Allen D. McCravy". The signature is fluid and cursive, with a large loop at the end.

Allen D. McCravy, MAI  
State Certified General Real Estate Appraiser  
SC Certificate No. CG 3617



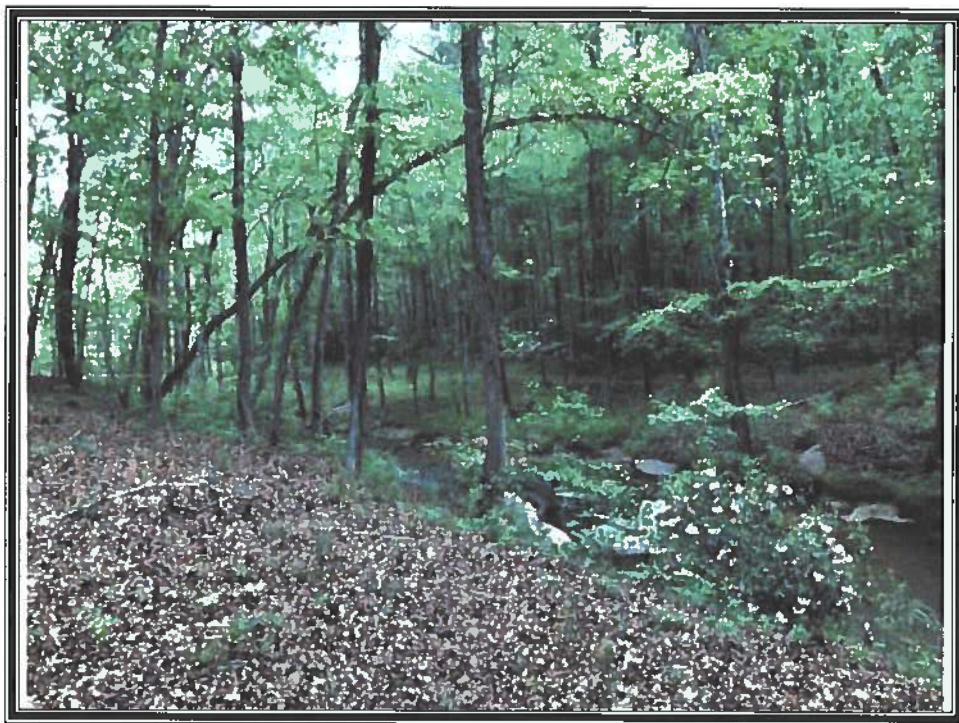


**View of subject tract  
Frontage along SC Highway 11**



**View of internal access road**





**Interior view of subject tract**



**Interior view of subject tract**





**Interior view of subject tract**



**Interior view of subject tract**





**View of Fair Play Creek**



**View of waterfall on subject tract**





**View of Fair Play Creek**



**View of 2<sup>nd</sup> waterfall on subject tract**



**View of caretaker's house**



**View of caretaker's house**





**View of main house**



**View of main house**





**Interior view of main house**



**Interior view of main house**



**Street scene along SC Highway 11  
Subject on left**



**Street scene along SC Highway 11  
Subject on right**

## Summary of Important Facts & Conclusions

---

<b>Property</b>	Land & Improvements – Crawford Mill Farm
<b>Location</b>	
<b>Street</b>	518 Rock Creek Drive
<b>City</b>	Fair Play
<b>County</b>	Oconee County
<b>State</b>	South Carolina
<b>Tax Map Number</b>	335-00-02-022, 026
<b>Owner(s) of Record</b>	William C. Keese
<b>Date of Inspection</b>	April 28, 2021
<b>Date of Appraisal/Valuation</b>	April 28, 2021– As Is
<b>Land Area</b>	40.09 acres, or 1,746,320 square feet
<b>Zoning</b>	None
<b>Flood Zone – Panel No. – Date</b>	X – 45073C 0420C, September 11, 2009
<b>Description of Improvements</b>	
<b>Type</b>	(2) Residential Structures
<b>Size</b>	1,906 Square Feet (GBA) – Aggregate
<b>Construction</b>	Class D
<b>Highest &amp; Best Use – Vacant</b>	Residential
<b>Site Valuation (40.09 Acres)</b>	\$340,000
<b>Cost Approach</b>	\$260,000 (Improvements only)
<b>Reconciled Market Value</b>	<b>\$600,000</b>
<b>Exposure Time</b>	Approximately 6 months
<b>Inspecting/Reviewing Appraiser</b>	Allen D. McCravy, MAI

---

## **Assumptions & Limiting Conditions**

The following report is prepared subject to these limiting conditions. Do not rely on report unless you accept the following conditions:

### **Condition No. 1**

Unless otherwise stated, the value appearing in this appraisal represents our opinion of the market value or the value defined as of the date specified. Market value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions. If the value reported herein is as of a future date, no liability can be assumed for changes that may occur in any conditions or factors that would impact the value conclusions reported.

### **Condition No. 2**

Title to the subject property is assumed to be good and marketable and is free and clear of all liens and encumbrances, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor any opinion of title rendered herewith. Good and marketable title is assumed.

### **Condition No. 3**

The information contained herein has been gathered from sources thought to be reliable; however, no responsibility is assumed for their accuracy.

### **Condition No. 4**

Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report.

### **Condition No. 5**

This appraisal report covers only the property described, and the values and rates used do not apply to any other property, however similar it may be.

### **Condition No. 6**

It is assumed that the description of the property is correct, that the improvements are entirely and correctly located on the described property and that there are no encroachments on this property; however, no investigation or survey has been made.

**Condition No. 7**

This appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

**Condition No. 8**

No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered.

**Condition No. 9**

Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, news, sale, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to (The Appraisal Institute or any of its designations.) Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all the assumptions and limiting conditions of the assignment.

**Condition No. 10**

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would make it more or less valuable. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

**Condition No. 11**

This appraisal assumes competent management and marketing.



**Condition No. 12**

The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

**Condition No. 13**

The distribution, if any, of the total valuation of this report between land and improvement applies only under the stated program of utilization. Separate valuations of land and improvements must not be used for any other purposes and are invalid if done so.

**Condition No. 14**

The projections of income and expenses including the reversionary value are based on economic trends as of the date of the appraisal. The real estate market is constantly fluctuating and we cannot accept responsibility for economic variables that may occur in the future which was not known as of the date of the appraisal.

**Condition No. 15**

It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.

**Condition No. 16**

It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.

**Condition No. 17**

No liability is assumed for the condition of the mechanical equipment, plumbing, roof, or electrical systems of the building. These components are considered to be in good condition and needed no repairs at the time of this appraisal.

**Condition No. 18**

Possession of this report, or a copy thereof, does not carry with it the rights of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event, only with properly written qualification and only in its entirety.

**Condition No. 19**

The exact location and the determination of specific availability of any particular utility are beyond the scope of this appraisal. The client and prospective user of the property must make such additional investigations and inquiries with professional engineers or directly with utility providers concerning specific utility services(s) as a part of the client's due diligence studies required for the client's intended use(s) of the property, all as the client, in the client's judgment, may deem appropriate. Any comments as to utilities contained herein are strictly limited to our physical observations, and we expressly do not warrant such comments or service(s) in any fashion. Any lack of particular utility service(s) will have a direct impact upon the valuation contained in this appraisal.

**Condition No. 20**

The appraisal analysis, opinions and conclusions were developed and this appraisal report has been prepared in conformance with (and the use of this report is subject to) all regulations issued under Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA) and the Uniform Standards of Professional Appraisal Practice and Advisory Opinions (USPAP) Edition as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

**Condition No. 21**

An extraordinary assumption is defined as an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions (USPAP 2020 - 2021 Edition, ASB of The Appraisal Foundation). "Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis" (USPAP 2020 - 2021 Edition, ASB of The Appraisal Foundation, Comment).



***This appraisal also employs the extraordinary assumption that interior of the caretaker's house is as described; I was unable to gain interior access.***

#### **Condition No. 22**

A hypothetical condition is defined as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis (USPAP 2020 - 2021 Edition, ASB of The Appraisal Foundation). "Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis" (USPAP 2020 - 2021 Edition, ASB of The Appraisal Foundation, Comment). ***This appraisal employs no hypothetical conditions.***

#### **Condition No. 23**

This restricted appraisal report is intended to comply with the reporting requirements set forth under STANDARD 2-2 of the Uniform Standards of Professional Appraisal Practice and Advisory Opinions (2020 - 2021 Edition) for a restricted appraisal report. The content of this report is specific to the needs of the client/intended user and for the intended use stated herein. The client/ intended user is warned that the rationale for how the appraisers arrived at the opinions and conclusions set forth in the report may not be understood properly without additional information contained the appraisers' work file. These appraisers are not responsible for unauthorized use of this report.

#### **COVID-19**

At the time of this report, the national and international markets are being impacted by the ongoing spread of COVID-19 (commonly referred to as the coronavirus), with numerous markets experiencing disruptions and the long-term effects on the economy and financial markets, as well as various sectors of the economy, including real estate, unknown. Stocks were volatile since the onset of COVID-19 and investors struggled to price in the potential economic fallout and growing downside risk. Financial institutions and the Federal Reserve cut rates in anticipation of volatile markets for the short-term.

The commercial real estate market is not the stock market, as it is slower moving and the leasing fundamentals do not swing wildly from day to day. According to Cushman & Wakefield's initial analysis of the impact of COVID-19 on the economy, projections for an economic recovery were based on the movement of the economy during past outbreaks, with expectations COVID-19 would largely be contained by the first half of

2020 and most anticipated a strong rebound in markets in the second half of the year, as the global economy was gathering momentum heading into 2020. However, these projections assumed infections would abate by mid-year. As of October 2020, infections are rising in most states after declining through the summer months. The US has had over fifteen million COVID-19 cases since the onset of the pandemic. The COVID-19 pandemic is having a greater impact on commercial real estate than the global financial crisis of earlier in this century; that was a credit and liquidity crisis. The pandemic directly impacts the demand for space through quarantines, social distancing, shutdowns, supply chain disruptions, employment loss, and a shattering of consumer confidence, according to real estate economic and research experts.

There have been various government economic stimulus packages to help prop up the economy for the short-term with representatives have been unsuccessfully negotiating an additional stimulus package since mid-year. It is anticipated that congress will pass another stimulus by year end 2020. Indications are that, once COVID-19 subsides, the economy is posed for a rebound. However, the COVID-19 pandemic has created tremendous labor market disruptions and profound hardship throughout the United States and the world. This is partly reflected in the sudden unprecedented increase in the U.S. unemployment rate to 14.7% in April, the first month for which the full effects of coronavirus containment measures are evident. Unemployment rates have declined from the peak in April 2020 to 6.7% in November 2020. While uncertainty surrounds unemployment projections over the next few years, it appears unemployment rates are beginning to stabilize sooner than anticipated by most forecasters, which some forecasts projected double-digit unemployment rates through 2021 with optimistic forecasts of double-digit unemployment rates subsiding by mid-year 2021.

Below are excerpts from various market report focusing on the effects of the COVID-19 pandemic on the economy and real estate markets.

Aaron Marshall (CEO – Keyrenter Property Management), Forbes, Oct. 2020

*"While certain areas, like deep in the city, are having trouble, the real estate industry in the suburbs and rural areas is doing very well. In fact, the National Association of Realtors reported on August 21 that sales of previously owned homes in the United States rose 24.7%, which is one of the best showings on record. As for why people are continuing to buy homes, there are likely a couple of reasons. First, some people simply want better homes and more isolated ones; if the pandemic will be here with us for a while, we might as well find somewhere extra nice and safe to live. In addition, mortgage rates are low, which, of course, makes property more affordable."*

Mike Patton (President – Integrity Wealth Management), Forbes, Oct. 2020

*"Prior to the pandemic, the U.S. economy was doing very well. Unemployment was at a 50-year low and inflation was also below the Fed's target of 2.0%. However, because we closed a significant portion of the U.S. economy, 'real' GDP growth (i.e. the % increase/decrease in economic growth compared to one year prior, 'net' of inflation), fell during the second quarter by 31.40%. These are numbers not seen since the Great Depression.*

*Unemployment spiked to its highest rate in the post WWII era, hitting 14.7% earlier this year. Although the rate has fallen for five consecutive months, it is still above its February reading of 3.5%. It seems clear that the labor market will be forever changed. First, although corporations were already adding technology in lieu of workers, this has intensified during the pandemic. Moreover, this could accelerate further as companies seek to maximize profits. Next, with so many working from home, some companies will continue this practice, thereby reducing demand on commercial real estate. This erosion of demand could cause a decline in CRE prices and lease rates."*

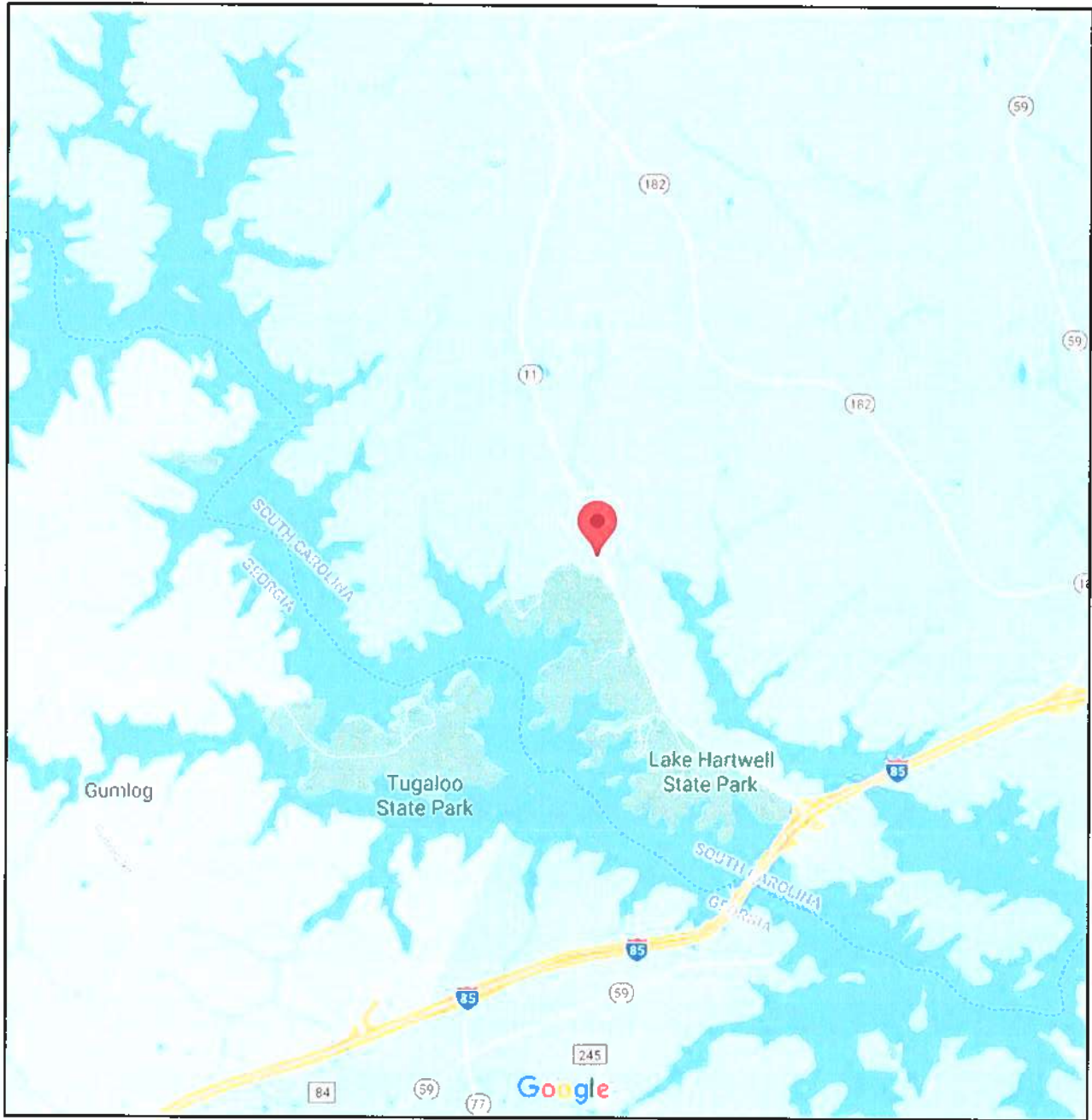
After a historically sharp but short recession during the spring, most major economies are now in early-cycle recovery. China remains somewhat ahead of the rest of the world due largely to its faster reopening. In the United States and Europe, both consumer and business confidence continued to improve, despite uneven progress, below-normal activity levels, and elevated COVID-19 caseloads. Employment conditions continued to improve as temporary job losses were regained, but permanent layoffs are on the rise and unemployment remains high overall. So long as the pandemic limits reopening, there may be a ceiling to job and activity gains for industries hit hardest by virus-related restrictions. The recovery in the number of small businesses and their employees has lost momentum and remains 20% below January levels. Following a steep decline in earnings, investors expect profits in some of the hardest-hit sectors to rebound sharply over the next year and for the overall market to reclaim its pre-pandemic earnings levels by the end of 2021. If earnings meet expectations, it would result in a significantly faster recovery versus past recessions. The technology sector has provided ballast to market profitability, maintaining positive earnings expectations for 2020. (Fidelity, October 2020)

Overall, the third quarter of 2020 produced the second consecutive quarter of notable market gains. Of the benchmark indexes listed here, the Nasdaq again proved the strongest, climbing more than 11.0% for the quarter, followed by the large caps of the

S&P 500 and the Dow, which gained 8.5% and 7.6%, respectively. The Global Dow advanced 5.0% for the quarter, and the small caps of the Russell 2000 ended the quarter up 4.6%. Year to date, the Nasdaq remains well ahead of its 2019 year-end closing value, while the S&P 500 is more than 4.0% over last year's closing mark. The remaining benchmarks continue to gain ground, with the closest to its year-end value being the Dow, followed by the Global Dow and the Russell 2000.

Markets always pulsate, contracting and expanding, even without such events as an international pandemic. Therefore, this appraisal is based on known economic conditions and the indications that the economy and most sectors of it, notably the commercial real estate market, will rebound in relative short order.

### Location Map

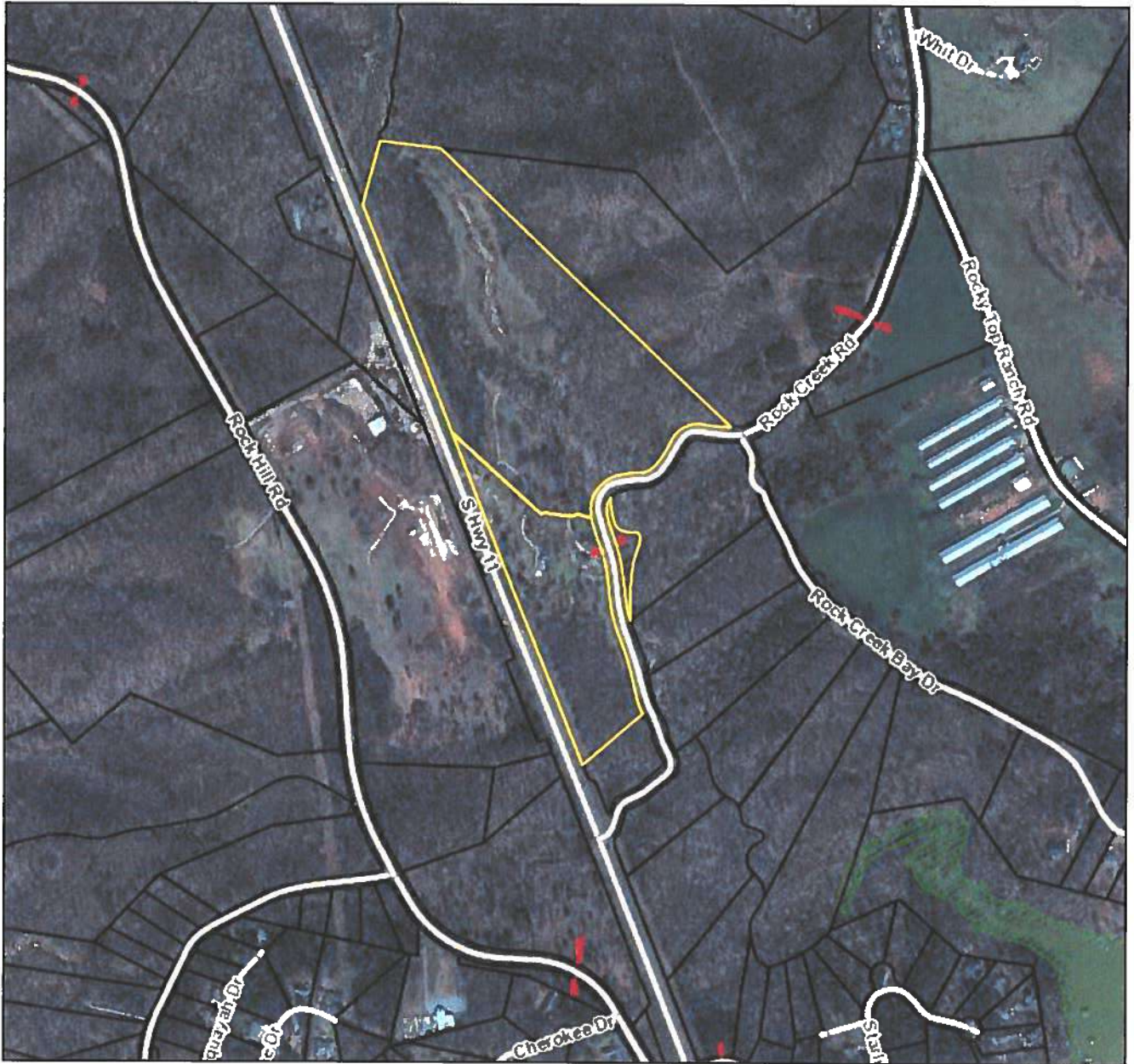


### Neighborhood Map



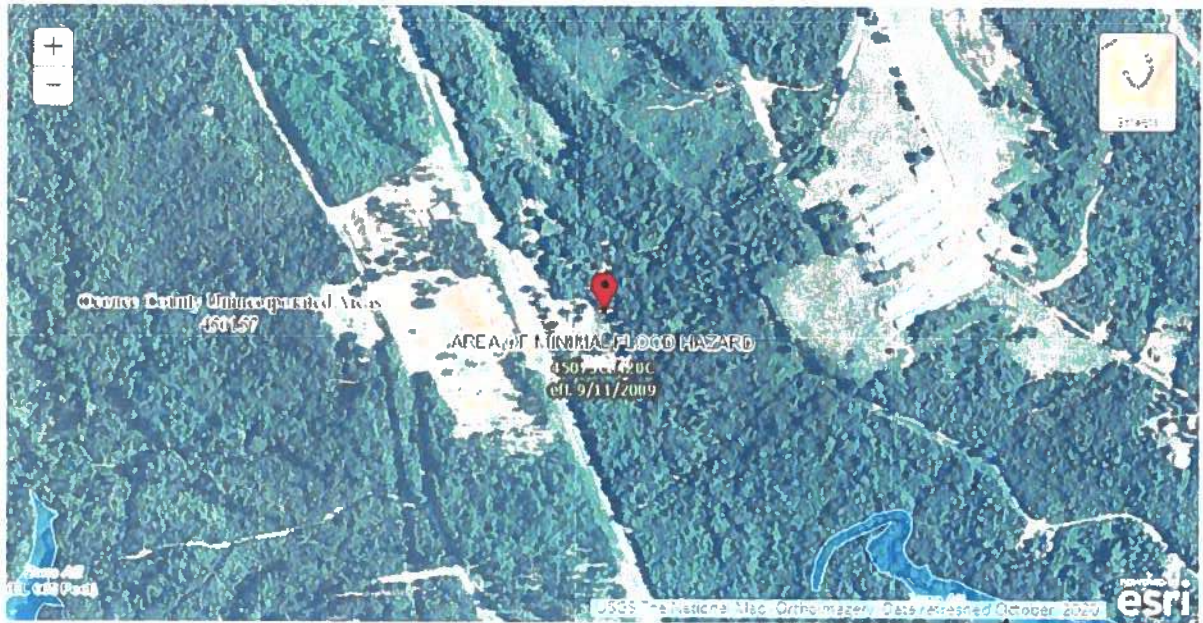


### Oconee County Tax Map





# Flood Map



<p><b>PIV</b></p> <ul style="list-style-type: none"> <li> Approximate location based on user input and does not represent an authoritative property location.</li> <li> Selected FloodMap location.</li> </ul> <p><b>MAP PANELS</b></p> <ul style="list-style-type: none"> <li> Digital Data available</li> <li> No Digital Data available</li> <li> Unmapped</li> </ul> <p><b>OTHER AREAS</b></p> <ul style="list-style-type: none"> <li> Area of Minimal Flood Hazard (MFLH)</li> <li> Effective LOMAs</li> <li> Area of Undetermined Flood Hazard (UDFH)</li> <li> Other Undeveloped Area</li> <li> Coastal Barrier Resource System Area</li> </ul>	<p><b>SPECIAL FLOOD HAZARD AREAS</b></p> <ul style="list-style-type: none"> <li> Without Base Flood Elevation (BFE) Zone at V-999</li> <li> With BFE or Depth</li> <li> Regulatory Floodway (see 42, 44, 46, 47)</li> </ul> <p><b>OTHER AREAS OF FLOOD HAZARD</b></p> <ul style="list-style-type: none"> <li> 0.2% Annual Chance Flood Hazard: Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.</li> <li> Future Conditions 1% Annual Chance Flood Hazard</li> <li> Area with Potential Flood Risk due to Levee: See Notes</li> <li> Area with Flood Risk due to Levee</li> </ul>	<p><b>OTHER FEATURES</b></p> <ul style="list-style-type: none"> <li> Cross Sections with 1% Annual Chance Water Surface Elevation</li> <li> Coastal Transect</li> <li> See Flood Elevation Line (FEL)</li> <li> Limits of Study</li> <li> Jurisdiction Boundary</li> <li> Coastal Transect @ Baseline</li> <li> Profile Baseline</li> <li> Hydrographic Feature</li> </ul> <p><b>GENERAL STRUCTURES</b></p> <ul style="list-style-type: none"> <li> Channel, Culvert, or Storm Sewer</li> <li> Levee, Dike, or Floodwall</li> </ul>
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COST APPROACH				518 Rock Creek Drive, Fair Play, SC		
				\$\$\$	%%%	\$/SQFT
<b>DIRECT COSTS</b>						
<b>Site Improvements:</b>						
Access Drive				\$10,000.00		
Patio, etc.				\$15,000.00		
<b>Total Site Improvements</b>				<b>\$25,000</b>	<b>8.46%</b>	<b>\$13.12</b>
<b>Building Improvements:</b>						
Single-Family (Main)	850	SF @	\$139.95	\$118,958		
Single-Family (2nd)	1,056	SF @	\$93.47	\$98,701		
<b>Total Building Improvements</b>	<b>1,906</b>			<b>\$217,659</b>	<b>73.63%</b>	<b>\$114.20</b>
<b>Total Direct Costs</b>				<b>\$242,659</b>	<b>82.09%</b>	<b>\$127.31</b>
<b>INDIRECT COSTS</b>						
Accounting, Appraisal & Legal				\$10,000		
Loan Fees				\$2,427		
RE Taxes During Construction				\$2,500		
Environmental Testing				\$1,500		
Contingency & Miscellaneous	2.00%	@	Direct Costs	\$4,853		
<b>Total Indirect Costs</b>				<b>\$21,280</b>	<b>7.20%</b>	<b>\$11.16</b>
<b>Total Direct &amp; Indirect Costs</b>				<b>\$263,939</b>		<b>\$138.48</b>
Entrepreneurial Incentive		@	12.00%	\$31,673	10.71%	\$16.62
Replacement Cost New				\$295,612	100.00%	\$155.10
<b>Less: Accrued Depreciation</b>						
Physical Deterioration				\$37,303		
Functional Obsolescence				\$0		
External Obsolescence				\$0		
<b>Total Accrued Depreciation</b>				<b>\$37,303</b>		<b>\$19.57</b>
Depreciated Value of Improvements				\$258,309		
Plus: Other				\$0		
Plus: Site Value				\$0		
<b>FEE SIMPLE VALUE INDICATION BY THE COST APPROACH</b>				<b>\$258,309</b>		
<b>ROUNDED TO</b>				<b>\$260,000</b>		<b>\$136.41</b>

BREAKDOWN METHOD								
518 Rock Creek Drive, Fair Play, SC								
PHYSICAL DETERIORATION								
INCURABLE: SHORT-LIVED COMPONENTS - STRAIGHT LINE								
Item	Cost	Indirect & Entrepreneurial Factor	Adjusted Cost	Curable Deferred Maintenance	Effective Age	Economic Life	%	Deterioration
Access Drive	\$25,000	117.91%	\$29,478	\$0	8	15	53.33%	\$15,722
Patio, etc.	\$15,000	117.91%	\$17,687	\$0	8	15	53.33%	\$9,433
<b>Totals</b>	<b>\$40,000</b>		<b>\$47,165</b>	<b>\$0</b>				<b>\$25,155</b>
INCURABLE: LONG-LIVED COMPONENTS - STRAIGHT LINE								
Item	Cost	Indirect & Entrepreneurial Factor	Adjusted Cost	Curable Deferred Maintenance	Effective Age	Economic Life	%	Depreciation
Single-Family (Main)	\$118,958	117.91%	\$140,267	\$0	5	50	10.00%	\$14,027
Single-Family (2nd)	\$98,701	117.91%	\$116,381	\$0	10	50	20.00%	\$23,276
<b>Totals</b>	<b>\$217,659</b>		<b>\$256,648</b>	<b>\$0</b>				<b>\$37,303</b>
<b>TOTAL PHYSICAL DETERIORATION</b>				<b>\$0</b>				<b>\$37,303</b>

**Land Sales Adjustment Grid**

	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Listing
Street	518 Rock Creek Road	SC Highway 11	Rock Creek Bay Drive	Rock Hill Road	Highway 59	SC Highway 11
City, State	Fair Play, SC	Fair Play, SC	Fair Play, SC	Fair Play, SC	Fair Play, SC	Fair Play
County	Oconee County	Oconee County, SC	Oconee County, SC	Oconee County, SC	Oconee County, SC	Oconee County, SC
TMS No.	335-00-02-022, 020	330-00-05-008	335-00-03-017, 039	335-00-01-011	331-00-02-002	335-00-02-001
Number of Acres	40.09	45.79	10.19	34.18	11.95	15.00
Topography	Rolling	Gently rolling	Gently rolling	Rolling	Rolling	Gently rolling
Composition	Wooded	Wooded	Wooded	Wooded	Wooded	Wooded
Shape	Irregular	Irregular	Irregular	Irregular	Highly Irregular	Irregular
Zoning	Unzoned, Oconee County	Unzoned	Unzoned	Unzoned	Unzoned	Unzoned
Sale Price		\$300,000	\$74,000	\$172,500	\$86,500	\$125,000
Plus: Demo/Site Cure		\$0	\$0	\$0	\$0	\$0
Less: Improvements		\$0	\$0	\$0	\$0	\$0
Effective Price		\$300,000	\$74,000	\$172,500	\$86,500	\$125,000
Price \$/Acre		\$6,652	\$7,263	\$5,047	\$7,232	\$8,333
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%	0%	0%
Financing Terms		Cash	Cash	Cash	Cash	Cash
Adjustment		0%	0%	0%	0%	0%
Condition of Sale		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Listing
Adjustment		0%	0%	0%	0%	-5%
Post-Purchase Expenditures		None	None	None	None	None
Adjustment		0%	0%	0%	0%	0%
Market Conditions		October 24, 2020	July 22, 2020	March 10, 2021	August 29, 2019	Current
Adjustment		2%	3%	0%	6%	0%
Adjustment %		2%	3%	0%	6%	-5%
Adjusted \$/Acre		\$6,663	\$7,481	\$5,047	\$7,666	\$7,917
<b>Locational</b>						
Location						
Corner						
Other						
<b>Physical</b>						
Size			-5%		-5%	-5%
Frontage/Access			5%	15%		
Zoning						
Topography						
Easements/Utility						
Shape/Composition						
View/Amenities		15%	15%	20%	15%	15%
Flood Area						
Adjustment %		15%	15%	35%	10%	10%
Adjusted \$/Acre		\$7,665	\$6,603	\$6,813	\$8,433	\$8,708
<b>All Comparables</b>						
	Before Adjustments	After Adjustments				
Minimum	\$5,047	\$6,813		Subject Size (Acres)	40.09	
Maximum	\$8,333	\$8,708		\$ per Unit	\$8,500	
Mean	\$8,885	\$8,048		Value Indication	\$340,765	
Median	\$7,232	\$8,433		Plus/Less: Improvements	\$260,000	
Standard Deviation	\$1,209	\$798		Value Indication	\$600,765	
% of the Mean	18%	10%		<b>Rounded to</b>	<b>\$600,000</b>	

## Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- Allen D. McCravy, MAI has made a personal inspection of the property that is the subject of this report.



**Certification – Continued**

- No one provided significant real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Allen D. McCravy, MAI has completed the continuing education program of the Appraisal Institute.



Allen D. McCravy, MAI  
State Certified General Real Estate Appraiser  
SC Certificate No. CG 3617

June 1, 2021  
Date

**Appraiser's Qualifications  
Allen D. McCravy**

**EDUCATION:**

- Graduated Presbyterian College, B.S. in Business Administration, 1997.
- Appraisal Procedures, Charlotte, North Carolina, 1999.
- Appraisal Principles, Charlotte, North Carolina, 1999.
- Standards of Professional Practice – Part A, Greensboro, North Carolina, 1999.
- Standards of Professional Practice – Part B, Greensboro, North Carolina, 1999.
- Highest and Best Use Applications, 2000.
- Valuation of Detrimental Conditions, 2000.
- Basic Income Capitalization, 2000.
- General Applications, 2001.
- Advance Income Capitalization, 2001.
- Income Valuation of Small, Mixed-Use Properties, 2001.
- Appraisal of Eminent Domain Acquisitions, 2002.
- Highest and Best Use and Market Analysis, 2003.
- Advanced Sales Comparison & Cost Approach, 2003.
- Business Practices & Ethics, 2004.
- National USPAP Update, 2004.
- Report Writing, 2004.
- Advanced Applications, 2005.
- Standards of Professional Practice Update, Greenville, South Carolina, 2006.
- Inverse Condemnation, 2007.
- Analyzing Effects of Contamination on Real Property, 2011.
- Appraising the Appraisal, 2012.
- Fundamentals of Separating Real, Personal Property, and Intangible Business Assets, Columbia, South Carolina, 2012.
- Appraisal of Self Storage Facilities, 2014.
- Multiple other continuing education classes, sponsored by the Appraisal Institute.

**PROFESSIONAL AFFILIATIONS:**

Member of Appraisal Institute with the MAI Designation  
Board of Directors – Greenwood Chamber of Commerce (2006 – 2009)  
President of Associate Council for the Appraisal Institute (2009)  
Chairman of Education Committee SC Appraisal Institute (2012-2013)  
Secretary of SC Chapter Appraisal Institute (2014)  
Treasurer of SC Chapter Appraisal Institute (2015)  
Vice President of SC Chapter Appraisal Institute (2016)  
President of SC Chapter Appraisal Institute (2017)

**COURT EXPERIENCE**

Qualified as an expert witness in Circuit Court, Family Court, Master in Equity Court

**LICENSED:**

South Carolina, State Certified General - License No. CG 3617  
North Carolina, State Certified General – License No. A7985  
Georgia, State Certified General – License No. 364211  
Texas, State Certified General – License No. 1380801

**EMPLOYMENT:**

September 15015-Current: Stone & Associates, Greenville, SC, Principal/Owner, Real Estate Appraiser/Consultant  
August 1999-September 15015: Stone & Associates, Inc., Greenville, SC, Real Estate Appraiser/Consultant

**APPRAISAL EXPERIENCE:**

Appraisal experience consists of various types of income-producing properties, including office buildings, mixed-use properties, industrial properties, apartments, shopping centers and motel/hotel operations. Also appraised retail establishments, highway condemnation and unimproved land. Other specific properties include church structures, convenience stores, restaurant buildings, medical office buildings, converted residences, and manufacturing facilities.

## Partial Listing of Company Clients

### Lending Institutions

- Ameris Bank
- Arthur State Bank
- Bank of America
- Bank of Travelers Rest
- Bank One
- Bank Greenville
- Barclay's Business Credit, Inc.
- Bank of North Carolina
- Branch Banking and Trust Co.
- Capital Bank
- Capital Corporation
- Chemical Bank of New York
- Columbus Bank and Trust
- CertusBank
- County Bank
- First Citizens
- First National Bank of the South
- First Trust Mortgage Corporation
- First Savers Bank
- Fleet Funding
- Great Western Bank
- Greenwood State Bank
- Harris Bank
- Independence Bank
- LJ Melody
- Laureate Capital
- Magna Bank
- National Bank of South Carolina
- Palmetto Bank
- Park Sterling Bank
- Pinnacle Bank
- Professional Mortgage
- Regions Bank
- South Carolina Bank and Trust
- Southern First
- SunTrust Bank
- TD Bank, N.A.
- Wachovia/Wells Fargo
- WesBanco

### Commercial and Other

- Alice Manufacturing
- American United Life Insurance Co.
- Belk Simpson Co.
- City of Due West, SC
- City of Greenville, SC
- City of Greenville, SC
- City of Greenwood, SC
- City of Simpsonville, SC
- City of Travelers Rest, SC
- Clemson University
- Coopers & Lybrand
- County of Greenville, SC
- Cryovac/Sealed Air
- Duke Power Company
- Elliott Davis
- Fidelity Mutual Life Insurance Co.
- Flagstar
- Greenville Hospital System
- Haynsworth, Marion, McKay & Guerard
- Jefferson Pilot Life Insurance Co.
- J. P. Stevens and Company, Inc.
- Love, Thornton, Arnold and Thomason
- Mays Department Stores
- McNair Law Firm
- Merrill Lynch
- Metropolitan Sewer District
- Mission Hospital
- National Housing Corporation
- Nature Conservancy
- Nelson, Mullins, Riley & Scarborough
- North Greenville College
- Saluda River Electric Cooperative, Inc.
- Santee Cooper Electric
- Smith, Moore, Leatherwood, LLP
- S.C. Dept. of Highways and Public
- S. C. Dept. of Natural Resources
- S. C. Master and Equity Court
- University of South Carolina
- USC Upstate
- U. S. Internal Revenue Service
- U. S. Postal Service
- Womble Carlyle Sandridge & Rice

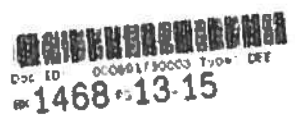
SI-A

**Addenda**



S1-A  
54-11

FILED FOR RECORD  
OCONEE COUNTY, S.C.  
REGISTER OF DEEDS



2005 DEC 19 A 10 03

116950

GRAND COUNTY  
STATE TAX 1169.00  
COUNTY TAX 76.50  
AD VALOR 10.00

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Grantee Address:

2704 Hickory Glen  
Cove  
Germantown  
Tenn 38138

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that We, **CLINTON A. MILLER AND SHIRLEY I. MILLER**, in the state aforesaid, for and in consideration of the sum of sixty three thousand and 00/100 (~~\$63,000.00~~) dollars, to us in hand paid by **WILLIAM C. KEESE**, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said **WILLIAM C. KEESE**, his heirs and assigns forever.

All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, Center Township, containing **11.58 ACRES**, more or less, as shown and more fully described on a Plat thereof by Michael L. Henderson, PLS #6946, dated 6-24-98 and recorded in Plat Book A620, page 8, records of Oconee County, South Carolina

This conveyance is made subject to any and all easements or rights of way heretofore conveyed by the Grantor herein or any predecessor in title as may appear of public record or upon the premises

This is the identical lot of land conveyed to Clinton A. Miller and Shirley I. Miller by Quit Claim Deed of Mark Aubrey, recorded on the 6th day of October, 2004 in Deed Book 1374 at page 343 in the records of Oconee County, South Carolina

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining

THIS PROPERTY IS SUBJECT TO MAP 335 SUB 02 PAR. 022 ON OCONEE COUNTY PLATS  
Tasha Smith  
COUNTY CLERK

Received by \_\_\_\_\_  
Book \_\_\_\_\_  
Page \_\_\_\_\_  
\_\_\_\_\_

(Page #1 of 3 Pages)

SI-A  
54-11

TO HAVE AND TO HOLD all and singular, the premises before mentioned unto the said **WILLIAM C. KEESE**, his heirs and assigns forever

AND, we do hereby bind ourselves and our heirs, executors, and administrators to warrant and forever defend all and singular the premises before mentioned unto the said **WILLIAM C. KEESE**, his heirs and assigns, from and against ourselves and our heirs, successors and assigns, and against every person whosoever lawfully claiming or to claim the same or any part thereof.

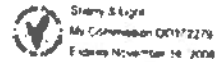
WITNESS our hands and seals this 6<sup>th</sup> day of April in the two thousand fifth year of our Lord and in the two hundred twenty ninth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered  
in the Presence of

[Signature]  
WITNESS sign here  
[Signature]  
NOTARY sign here

[Signature] [SEAL]  
Clinton A. Miller sign here  
[Signature] [SEAL]  
Shirley I. Miller sign here

**WITNESS AND NOTARY MUST BE TWO SEPARATE INDIVIDUALS.  
THIS SAME WITNESS & SAME NOTARY SIGN PROBATE.**



2008 DEC 19 A 0 03  
CLERK OF SUPERIOR COURT  
REGISTER OF DEEDS

51-A  
54-11

Book: 1468 Page: 13 Page: 3 of 3

STATE OF Florida |  
COUNTY OF Alachua | PROBATE

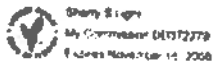
PERSONALLY APPEARED, the Undersigned witness, who being duly sworn says that (s)he saw the within named CLINTON A. MILLER AND SHIRLEY I. MILLER sign, seal and as their act and deed deliver the within written instrument for the uses and purposes therein mentioned and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

*Carrie Nelson*  
SAME WITNESS #1 ABOVE, sign here:

Sworn to before me this 6<sup>th</sup> day of April, 2005

2 [Signature] (LS)  
SAME NOTARY #2 ABOVE, sign here  
My Commission Expires

(IMPRESSION SEAL REQUIRED)



CLERK OF COUNTY RECORDS  
REGISTER OF DEEDS  
2005 DEC 19 A 10 09

SI-A

54-11

Book: 1384 Page: 353 Page: 1 of 3

BOOK 1384 PAGE 353

FILED FOR RECORD  
OCONEE COUNTY S.C.  
REGISTER OF DEEDS

2009 NOV 30 A 10:06

THIS PROPERTY DESIGNATED AS  
MAP 2008-00-024-010  
ON OCONEE COUNTY PARCELS  
935-00-02405-010  
[Signature]  
OCONEE COUNTY REGISTER

OFFICE ADDRESS  
STATE TAX  
COUNTY TAX  
FEE

(Space Above This Line For Recording Data)

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

TITLE TO REAL ESTATE  
INTER

Pop.  
1000

GRANTEE'S ADDRESS. PO Box 1057 Seneca SC 29169

019989

KNOW ALL MEN BY THESE PRESENTS, That I, DERYL C. KEESE, in the State aforesaid, for and in consideration of the sum of FIVE (\$5.00) DOLLARS, love and affection for my brother to me paid by WILLIAM C. KEESE in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said

WILLIAM C. KEESE  
His Heirs and Assigns forever:

ALL my right title and interest in and to (same being a one-half undivided interest) ALL that certain piece parcel or tract of land lying and being situated in the State of South Carolina, County of Oconee, containing 8.05 acres, more or less and being more particularly described on a plat of survey by Billy R. Watson, SCRLS #4556 dated October 29, 1978 and recorded in Plat Book P-123, page 121 records of Oconee County, South Carolina

This being a portion of the property conveyed to Deryl C. Keese and William C. Keese by deed of Harold W. Turner dated April 3, 1973 and recorded in Deed Book 110, page 44, records of Oconee County, South Carolina

TMS #p/o 206-00-01-024

AND ALSO:

ALL that certain piece parcel or tract of land containing Twenty nine and 1/2 acres, more or less, situated, lying and being in Oconee County in said State, known as the S. M. Crawford on waters of Cane Creek or Tugaloo River adjoining lands now or formerly of Lawrence Sheldon, Nelly Gibson the old Sloan Glenn place and the old Jolly Place. This is the same piece recorded in Volume TT page 22 at Walhalla, SC by John F. Craig, CCP and GS Oconee County, South Carolina

This being the identical property conveyed to W. T. Keese by deed of Joe W. Thomas dated January 1, 1938 and recorded in Deed Book 4X, page 16 records of Oconee County, South Carolina, the said W. T. Keese having died

Recorded this 1st day of Oct  
Book 123 Page 121  
Seneca, S.C.  
Auditors Oconee County, S.C.

Marshall & John, P. A.  
Attorneys at Law

119-B Professional Park Drive  
Seneca, South Carolina 29169



51-A  
54-11

testate leaving said property to Deryl C. Keese and William Craig Keese as evidenced by Probate Package #7713 of W. T. Keese, records of Oconee County, South Carolina

BOOK 1384 PAGE 354

TMS#335-00-02-005

AND ALSO:

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Oconee, being known and designated as Lot Eight (8) of ROYAL ACRES SUBDIVISION, as shown and more fully described on a plat thereof prepared by Gregory Blake Sosebas, PLS #14818, dated 11-15-93 and recorded in Plat Book A254, page 4, records of Oconee County, South Carolina

This being a portion of the property conveyed to Deryl C. Keese, William C. Keese, Carolyn P. Keese and Jenny E. Keese by deed of Jack Arva et al, recorded 9-28-79 in Deed Book 13P, page 112, records of Oconee County, South Carolina, the interest of Carolyn P. Keese and Jenny E. Keese having been conveyed unto Deryl C. Keese and William C. Keese by deed, recorded in Deed Book 764, page 38, records of Oconee County, South Carolina

TMS# 241 02 01 027

FURTHER THIS CONVEYANCE is specifically made subject to any and all easements, restrictions, covenants, conditions, rights of way, zoning rules and laws and regulations, any of which may be found of record in the Office of the Clerk of Court for Oconee County, South Carolina

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said WILLIAM C. KEESE, his heirs and assigns forever

And I do hereby bind myself and my Heirs, Personal Representatives and Administrators, to warrant and forever defend all and singular the said premises unto the said WILLIAM C. KEESE, His heirs and assigns, against me and my Heirs, Successors and Assigns, and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof

WITNESS our Hands and Seals this 02 day of September, in the year of our Lord Two Thousand Four

Signed, Sealed and Delivered in the presence of

Wm. P. Potts  
Shirley M. Potts

Deryl C. Keese (SEAL)  
DERYL C. KEESE

51-A

54-11

Book: 1384 Page: 353 Page: 3 of 3

BOOK 1384 PAGE 355

STATE OF SOUTH CAROLINA )  
COUNTY OF DCONEE )

ACKNOWLEDGEMENT

*Shirley M. Porter*, a Notary Public for South Carolina, do hereby certify that William C. Keese personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 24<sup>th</sup> day of September, 2004.

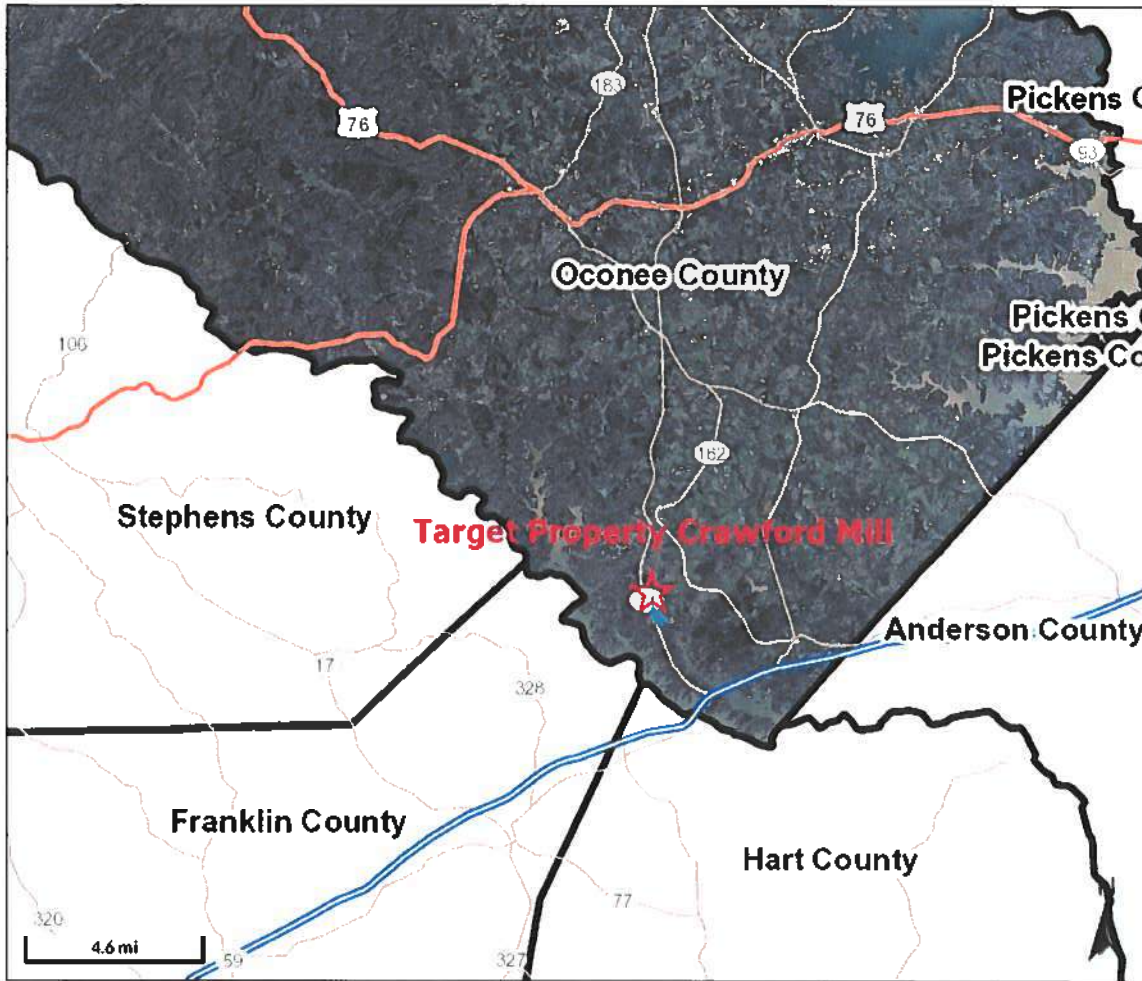
*Shirley M. Porter*  
My Commission Expires March 16, 2009

51-A

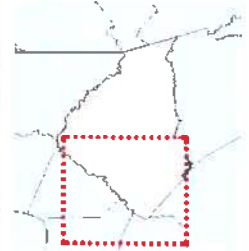
State of South Carolina **BCD** 13/1976  
Department of Labor, Licensing and Regulation  
**Real Estate Appraisers Board**  
**ALLEN DEAN MCCRAVY**  
Is hereby entitled in practice as a:  
**Certified General Appraiser**  
License Number: **3617**  
Expiration Date: 06/30/2022  
**OFFICE COPY**

  
**Administrator**

51-B2



Overview



Legend

- USA Major Highways
  - Limited Access
  - Highway
  - Major Road
  - Local Road
  - Minor Road
  - Other Road
  - Ramp
  - Ferry
  - Pedestrian Way
- County Outlines
  - <all other values>
  - Oconee

Parcel ID	335-00-02-026	Alternate ID	51508	Owner Address	KEESE WILLIAM C	Last 2 Sales			
Sec/Twp/Rng	n/a	Class	n/a		33 EVERLEIGH CT	Date	Price	Reason	Qual
Property Address		Acreage	29.5		SIMPSONVILLE, SC 29681	n/a	0	n/a	n/a
						n/a	0	n/a	n/a
District	15								
Brief Tax Description	n/a								

(Note: Not to be used on legal documents)

Date created: 7/15/2021  
Last Data Uploaded: 7/14/2021 9:32:36 PM



Adjacent owners Crawford Mill

[Baker James G & Karen W J/S % Nix Ch](#) 140 Brown Bridge Rd  
Commerce, GA 30530

RAMSEY TIMOTHY A & KIMBERLY A J/S  
123 SANTEELAH DR  
WESTMINSTER, SC 29693

KANAGY SAMUEL J & LYDIA L/E  
798 EDGEWOOD LANE  
FAIR PLAY, SC 29643

HART MICAH H & KIMBERLY A  
270 FRIENDSHIP VALLEY ROW  
SENECA, SC 29678

GEARHART JOAN & DANIELS TIMOTHY  
8431 EASTON COMMONS DR  
LOUISVILLE, KY 40242

DONALD TIMOTHY D  
111 WHIT DR  
FAIR PLAY, SC 29643

DANIELSEN ALBERT W ETAL  
213 25TH AVE N  
NORTH MYRTLE BEACH, SC 29582

ZIMMERMAN CLAIR M & NAOMI  
17105 S HIGHWAY 11  
FAIR PLAY, SC 29643

CAMPBELL FRANCIS & JEANE A & SMITH K  
17250 S HWY 11  
FAIR PLAY, SC 29643



**OCONEE SOIL AND WATER  
CONSERVATION DISTRICT**

Commissioners

**Bob Winchester, Chairman**  
**Lee Keese, Vice-Chairman**  
**Carol Hendrix, Secretary-Treasurer**  
**Rex Ramsay Steve Smith**

July 13, 2021

James G. Baker

140 Brown Bridge Rd  
Commerce, GA 30530

Dear Landowner:

The Oconee County Conservation Bank Act requires the applying entity to notify all adjoining landowners of a public hearing in the event a landowner applies to the Conservation Bank for a grant. Please be advised that the Foothills Farmstead, LLC., has applied for a grant from the Bank for a fee simple purchase to buy property from an owner of property contiguous to you and identified as William C Keese. While it is not required, contiguous landholders may submit in writing to the Board their views in support of or opposed to the application, if any.

Please notify the Oconee County Conservation Bank at Pine Street Administrative Complex 415 South Pine St. Walhalla, SC 29691 in writing, if you wish to be heard. The hearing and Conservation bank meeting will be scheduled sometime between August 1 and November 1. Anyone wishing to attend the meeting should go to the Oconee County Conservation Bank Page at [oconeesc.com](http://oconeesc.com) to get the finalized date for the meeting.

Sincerely,

Eddie Martin  
Oconee Soil and Water Conservation District  
301 West South Broad Street  
Walhalla SC 29691



**OCONEE SOIL AND WATER  
CONSERVATION DISTRICT**

Commissioners

Bob Winchester, Chairman  
Lee Keese, Vice-Chairman  
Carol Hendrix, Secretary-Treasurer  
Rex Ramsay Steve Smith

July 13, 2021

**CAMPBELL FRANCIS**

**& JEANE A & SMITH K**

17250 S HWY 11

FAIR PLAY, SC 29643

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CONSERVATION DISTRICT**

Commissioners  
Bob Winchester, Chairman  
Lee Keese, Vice-Chairman  
Carol Hendrix, Secretary-Treasurer  
Rex Ramsay Steve Smith

July 13, 2021

DONALD TIMOTHY D  
111 WHIT DR  
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**OCONEE SOIL AND WATER  
CONSERVATION DISTRICT**

Commissioners  
Bob Winchester, Chairman  
Lee Keese, Vice-Chairman  
Carol Hendrix, Secretary-Treasurer  
Rex Ramsay Steve Smith

July 13, 2021

GEARHART JOAN &  
DANIELS TIMOTHY  
8431 EAST ON COMMON  
LOUISVILLE, KY 40242

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Walhalla SC 29691



**OCONEE SOIL AND WATER  
CONSERVATION DISTRICT**

Commissioners  
Bob Winchester, Chairman  
Lee Keese, Vice-Chairman  
Carol Hendrix, Secretary-Treasurer  
Rex Ramsay Steve Smith

July 13, 2021

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270 FRIENDSHIP VALLEY ROW  
SENECA, SC 29678

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July 13, 2021

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798 EDGEWOOD LANE  
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301 West South Broad Street  
Walhalla SC 29691



**OCONEE SOIL AND WATER  
CONSERVATION DISTRICT**

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Lee Keese, Vice-Chairman  
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July 13, 2021

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**OCONEE SOIL AND WATER  
CONSERVATION DISTRICT**

Commissioners  
Bob Winchester, Chairman  
Lee Keese, Vice-Chairman  
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July 13, 2021

ZIMMERMAN CLAIR M &

NAOMI

17105 S HIGHWAY 11

FAIR PLAY, SC 29643

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Sincerely,

Eddie Martin  
Oconee Soil and Water Conservation District  
301 West South Broad Street  
Walhalla SC 29691

53-E1  
53-E2

## Land Management Plan for Historic Crawford Mill Farm

### Ownership and Management:

The historic Crawford Mill Farm will be owned by the non-profit, The Foothills Farmstead. An agreement will be made between the Foothills Farmstead and the state tourism district, Lake Hartwell Country, in which they will manage the day-to-day activities of the property including but not limited to public access.

### Conservation Practices:

Conservation practices that will be put into place include erosion control, protection of wildlife habitats, minimal invasion by way of public access and historical aspect protection. Wooded areas and open fields will be maintained as they are. With what is already in place in the property, there is little to do to complete the site plan that is included in this application. Event "area," bridges, parking areas and restrooms will all be added with minimal invasion to the property, wildlife and environment. Best use practices will be observed in all procedures.

### Public Access/Education

Key to this project is public access. This can happen very soon after the fee-simple purchase due to infrastructure already in place (trails, roads and visitors center cabin). Minimal change to the land will occur for parking and restrooms (see site plan). Also, there is a large education component to this project. With public access, there is opportunity for education on history, conservation, wildlife, etc.

\*\*\* There are many local resources available to both the Foothills Farmstead and Lake Hartwell Country including Oconee County Soil and Water Conservation District, Upstate Forever and OPUS Trust. These resources will be beneficial in applying and maintaining the best conservation practices on the property. Along with these resources, there will be Deed Restrictions set into place to ensure conservation in perpetuity which will be monitored yearly by Oconee Soil and Water Conservation District to insure that all parties are responsible for upholding the tenants for the deed restrictions.

\*\*\*For additional management components, see letter of intent from Lake Hartwell Country included in this application.

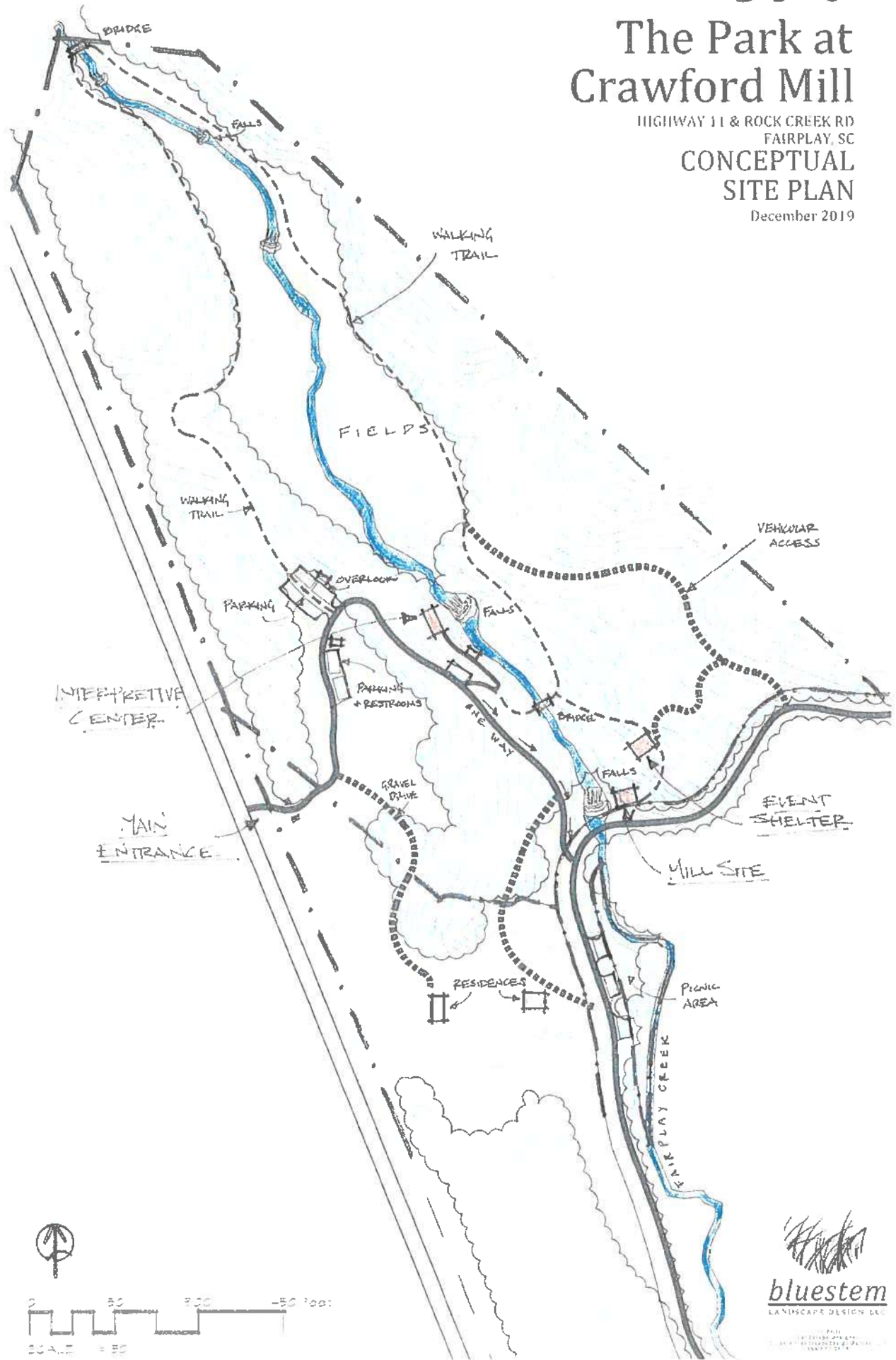
S3-E1  
S3-E2

# The Park at Crawford Mill

HIGHWAY 11 & ROCK CREEK RD  
FAIRPLAY, SC

## CONCEPTUAL SITE PLAN

December 2019



bluestem  
LANDSCAPE DESIGN LLC

53-E1  
53-E2



To the Executive Director and the Board of Directors: Foothills Farmstead

RE: The Foothills Farmstead and proposed additional site (hereafter referred to as Crawford Mill)

Dear Sirs,

Please accept the following letter as a Letter of Intent from Lake Hartwell Country regional tourism commission (LHC) as owners and operators of the Bart Garrison Agricultural Museum of South Carolina (BGAMSC), pertaining to but not limited to the proposed engagement between LHC and the Foothills Farmstead. The engagement, as detailed below, is in summation, the proposal for the Foothills Farmstead, and the Crawford Mill Site located in Fair Play, SC, to join the Bart Garrison Agricultural Museum of SC in being under the auspices of the Agricultural Heritage Partnership Trust (AHPT). This engagement is tentative, and based on the receipt of said Crawford Mill and pertaining properties by the Foothills Farmstead. At that point, the AHPT is to be formed as a management entity for all three sites.

As it now stands, the following are the conditions of this Letter of Intent, as set out by both parties:

1. The Foothills Farmstead will officially receive the property as granted by the grantor, to have and hold to preserve and protect ad infinitum.
2. At that time, AHPT will work with the Foothills Farmstead to craft a full contract, with the goal of AHPT acting thereafter as umbrella organization to the Foothills Farmstead, the state agricultural museum (BGAMSC), and the Crawford Mill site.
3. The Board of Directors of the Foothills Farmstead shall present their requests, concerns etc. to their Executive Director. The Board of Directors of BGAMSC shall do the same to the Executive Director of BGAMSC. The Directors shall then meet to discuss terms and create further contract drafts. A finalized draft shall then be submitted to respective Boards for vote and authorization by both parties.
4. Upon authorization of the full contract, AHPT will assume management of the Foothills Farmstead and Crawford Mill site with the following conditions set:
  - a. AHPT agrees to work to provide full time employment (FTE) plus benefits to the Foothills Farmstead Director, as Manager of one or both sites, contingent upon fundraising by said Director to enable employment.
  - b. AHPT shall work with the Director of the Foothills Farmstead to fundraise for said position and any additional positions needed to staff the Crawford Mill site.
  - c. AHPT will be responsible for taking out liability insurance on all sites.
  - d. AHPT will be responsible for development of the sites, with the goal of preserving both to the highest standards of historic preservation.
  - e. AHPT will be responsible for marketing the sites as high-quality destinations for educational groups and tourism, to both bolster the sustainability of the sites

S3-E1  
S3-E2

and to educate the public in Oconee County, South Carolina, and Cherokee histories.

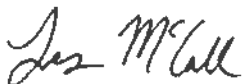
- f. The AHPT will adhere to all policies and procedures, and industry best practices.
- g. AHPT will maintain all books and records for the management of all three sites, including but not limited to: payroll, tax information, non-profit records, audits, income and expense, and archives.
- h. AHPT will be responsible for all human resources pertaining to all three sites.
- i. AHPT agrees to honor and uphold any credit arrangements as made per the donation of the petroglyph site by the grantor; i.e. naming arrangements for any or all parts of the site.

In summary, it is the honor of Lake Hartwell Country to be considered for this role. Part of our mission is to preserve and protect all of South Carolina's agricultural heritage and treasures, and the Foothills Farmstead and the Crawford Mill site meets this mission. It is our belief that these sites represent the future of Heritage Preservation, Heritage Tourism, and Economic Development for Oakway, Fair Play, and Oconee County as a whole. We are proud to be partners with the Foothills Farmstead, and look forward to and await further notification.

For any and all inquiries, please contact LHC and BGAMSC Director Les McCall, 864-247-5709 or [les@crownoftthecarolinas.org](mailto:les@crownoftthecarolinas.org).

This is a Letter of Intent, and as such, binds neither party.

Kindest Regards,



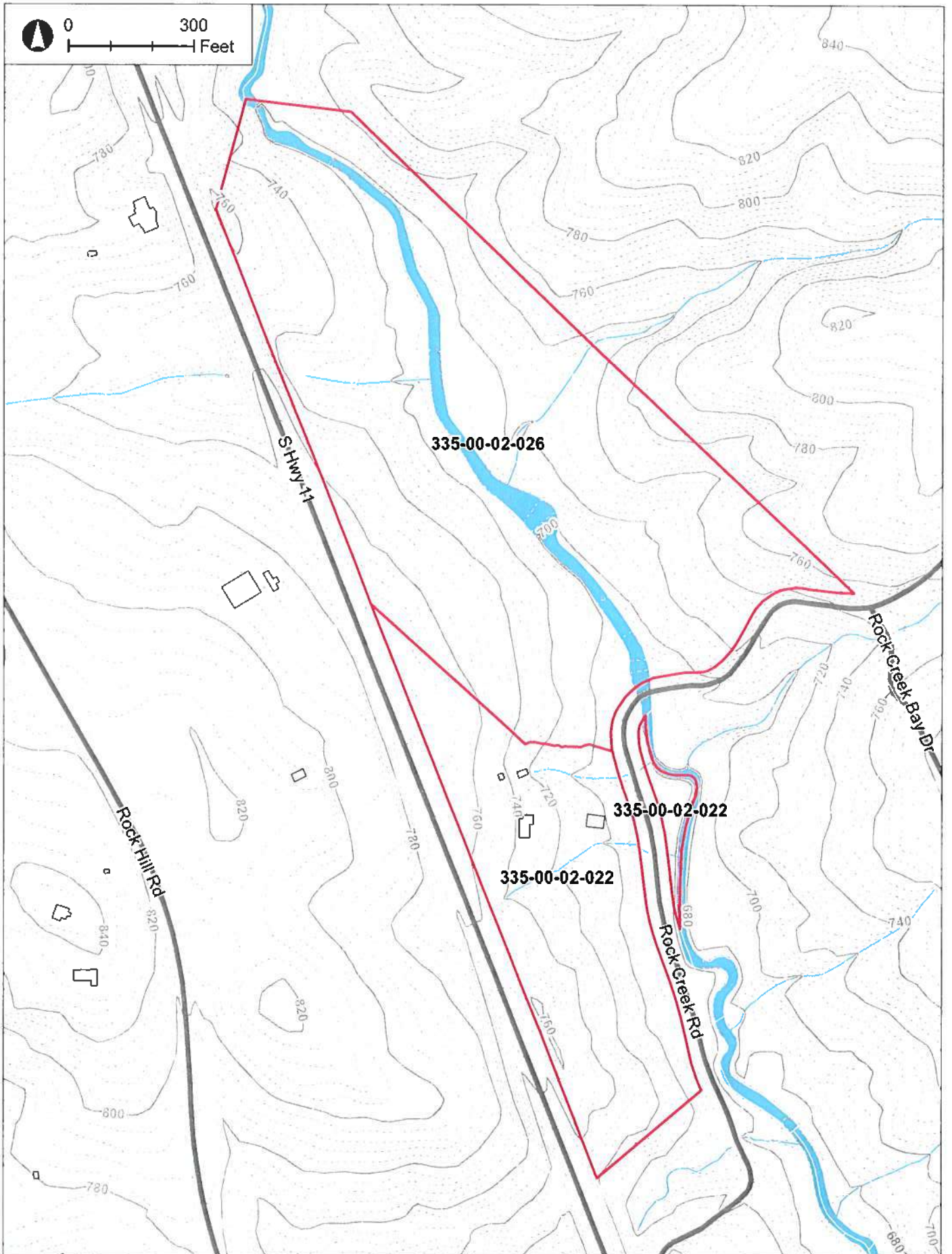
Les McCall  
Executive Director  
Lake Hartwell Country Regional Tourism Commission  
Bart Garrison Agricultural Museum of South Carolina  
South Carolina Century Farm Program





Imagery Managed by Adam DeMars, South Carolina State GIS Coordinator  
Services provided by ESRI, Inc. International





54-1E  
54-1F

The Crawford Mill property is located on SC Hwy 24 approximately 5 miles north of Interstate 85 and the South Carolina Visitor's Center in Oconee County, SC. The property lies in close proximity to some other protected parcels that are owned privately and located in an area of concern for farmland and open space as designated by Oconee Soil and Water Conservation District. The property is open pasture with a parcel of woodland forest and stream bank vegetation. The property is currently managed for hay, wildlife and recreation. Mr. Keese wishes for the property to be managed as such going forward with the addition of hiking trails, an interpretive center for petroglyphs, a reconstructed grist mill, and heritage farm demonstrations. The property will be open for public visitation once transferred.

The forested acres are typical of the wooded pine and hardwood areas of southern Oconee County. The timber is mature in this stand and suitable habitat for the Eastern Bluebird, a species listed as threatened in South Carolina, Tri Colored Bat, Golden Winged Warbler, Southern Pygmy Shrew and the Southern Wood Frog which is only located in the northern areas of South Carolina. The wildlife planting areas are suitable cover for migrating Monarch Butterflies and other pollinators, migratory and otherwise. Fair Play Creek or Rock Creek runs through the upper portion of the property and is suitable habitat for typical creek species in South Carolina such as tiger and spotted salamander as well as possible lower range habitat for critically imperiled green salamander which only exists in nine counties in South Carolina, North Carolina and Georgia combined. Frog species noted in the area include the leopard frog and Cote's gray tree frog. The proximity to Lake Hartwell and the size of Rock Creek would create suitable habitat for migratory raptors such as ospreys, kestrels and the rare swallow-tailed kite. The area included in this parcel provides adequate habitat for these and other less threatened native species.

*R. Jason Davis*

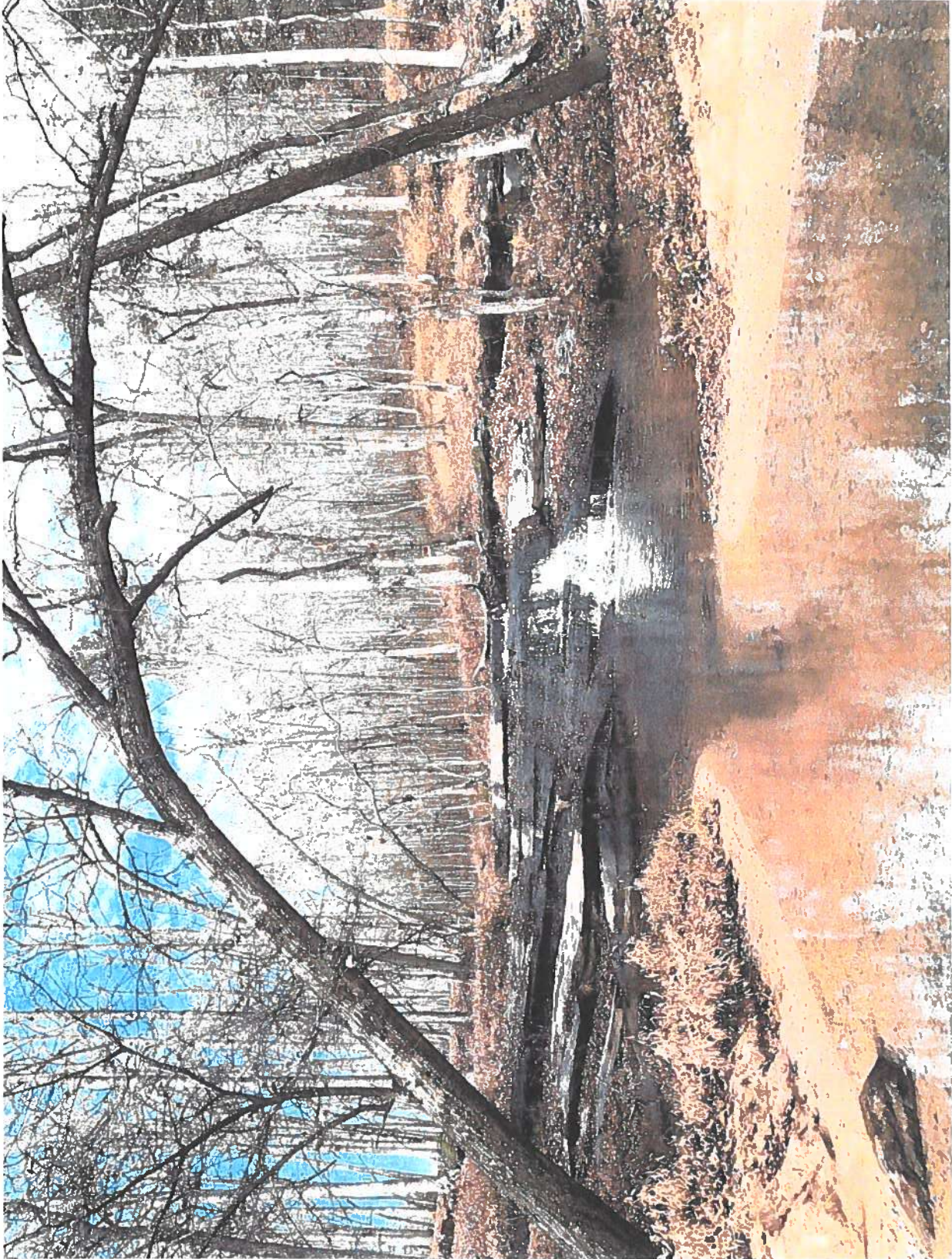
Soil Conservation Technician

USDA-NRCS Walhalla, SC

[Jason.davis@usda.gov](mailto:Jason.davis@usda.gov)

864-638-1004 office





Lower Waterfall (historic grist mill site on right side)





Largest of 4 Waterfalls (petroglyphs to the left of this waterfall)





Driveway from Hwy 11 (parking areas as denoted on site plan)





View of Bottom Land with Creek (from parking areas)





Looking South from Upper Portion of Property



54-7



Bridge at Upper-Most Portion of the Property (looking North)



S-4-7



View of Lower Portion from East Side (note the waterfall in background)



54-3d



Petroglyph (believed to be of an "Atlatl" which is a weighted spear thrower)



S4-3d



Petroglyph



S4-3d



Petroglyphs



S4-3d



Petroglyphs



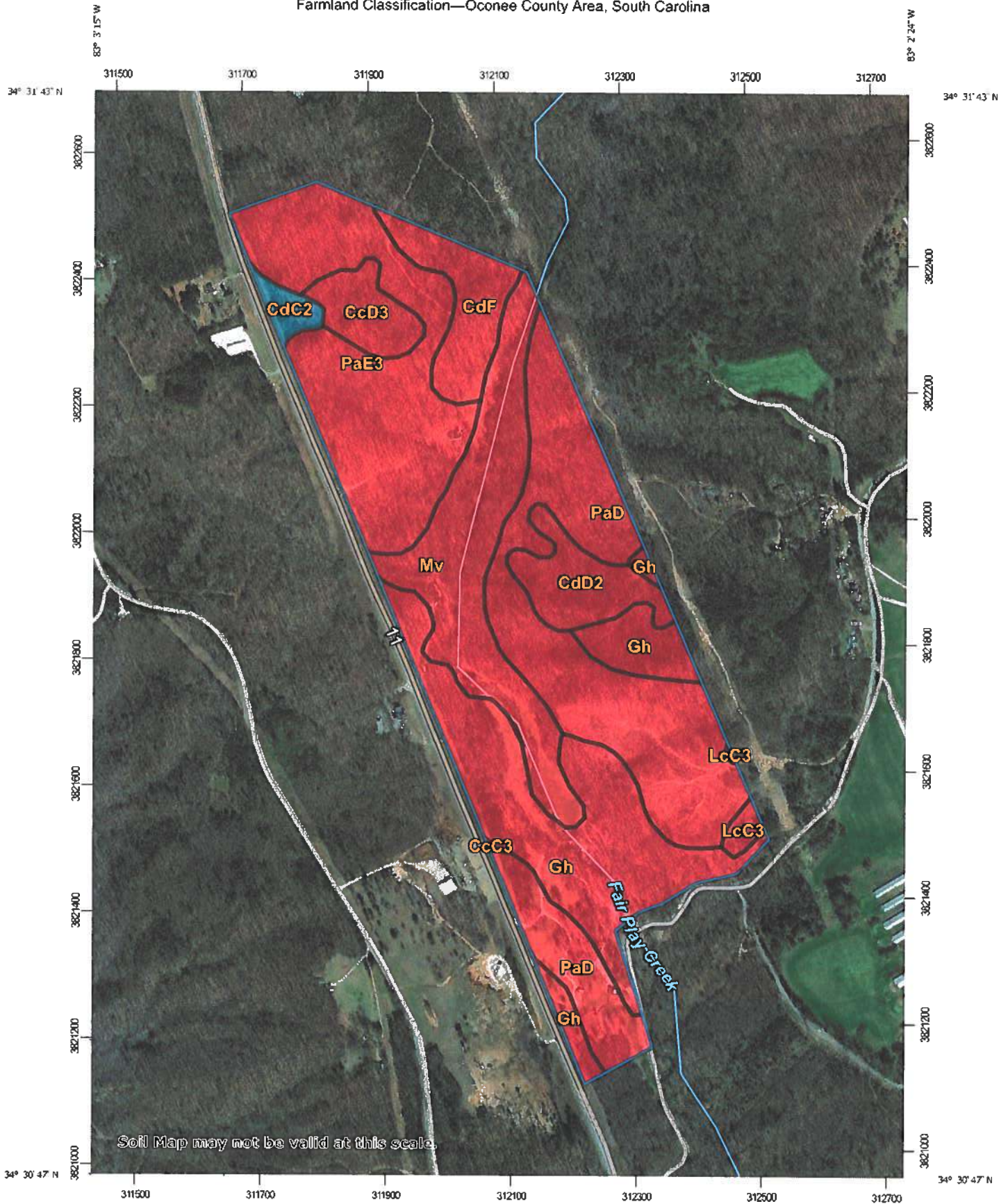
S4-3d



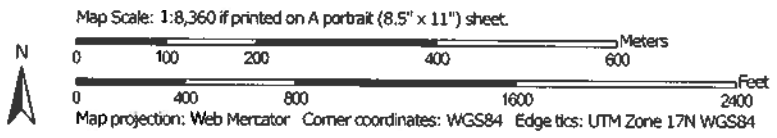
Petroglyphs

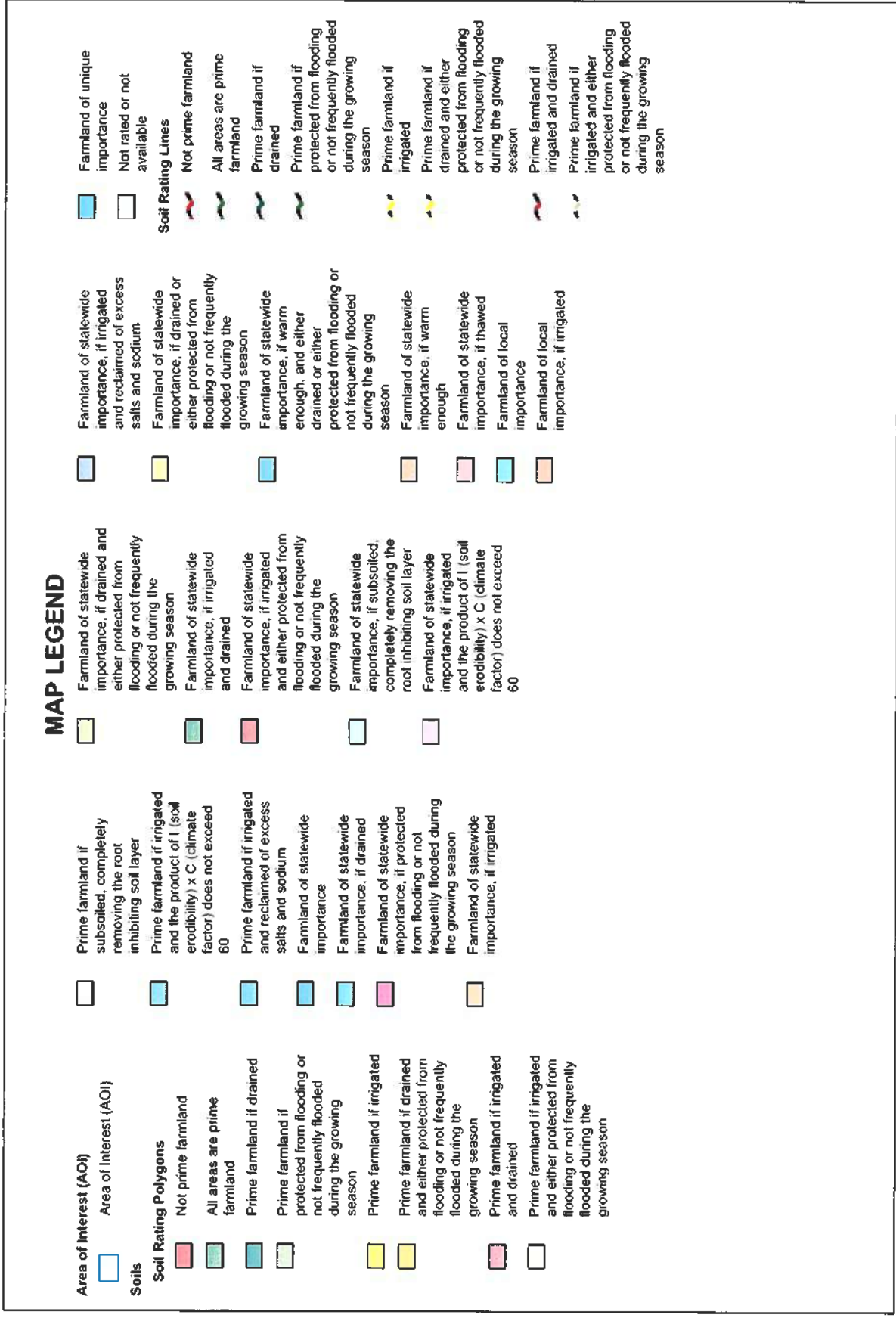


Farmland Classification—Oconee County Area, South Carolina



Soil Map may not be valid at this scale.







Farmland Classification—Oconee County Area, South Carolina

54-46

Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season	Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium	Farmland of unique importance	Prime farmland if subsoiled, completely removing the root inhibiting soil layer
Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season	Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium	Farmland of unique importance	Prime farmland if subsoiled, completely removing the root inhibiting soil layer
Farmland of statewide importance, if irrigated and drained	Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season	Not rated or not available	Prime farmland if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60
Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season	Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season	Not prime farmland	Prime farmland if irrigated and reclaimed of excess salts and sodium
Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer	Farmland of statewide importance, if warm enough	All areas are prime farmland	Farmland of statewide importance
Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60	Farmland of statewide importance, if thawed	Prime farmland if drained	Farmland of statewide importance, if drained
		Prime farmland if irrigated and drained	Farmland of statewide importance, if protected from flooding or not frequently flooded during the growing season
		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season	Farmland of statewide importance, if frequently flooded during the growing season
		Prime farmland if irrigated and drained	Farmland of statewide importance, if irrigated
		Prime farmland if irrigated and either protected from flooding or not frequently flooded during the growing season	Farmland of statewide importance, if irrigated
		Prime farmland if irrigated	Farmland of statewide importance, if irrigated

Farmland Classification—Oconee County Area, South Carolina

54-46

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Oconee County Area, South Carolina  
 Survey Area Data: Version 20, May 29, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 7, 2016—Mar 15, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

	Farmland of statewide importance, if drained and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if irrigated and reclaimed of excess salts and sodium		Farmland of unique importance
	Farmland of statewide importance, if irrigated and drained		Farmland of statewide importance, if drained or either protected from flooding or not frequently flooded during the growing season		Not rated or not available
	Farmland of statewide importance, if irrigated and either protected from flooding or not frequently flooded during the growing season		Farmland of statewide importance, if warm enough, and either drained or either protected from flooding or not frequently flooded during the growing season		Water Features
	Farmland of statewide importance, if subsoiled, completely removing the root inhibiting soil layer		Farmland of statewide importance, if warm enough		Streams and Canals
	Farmland of statewide importance, if irrigated and the product of I (soil erodibility) x C (climate factor) does not exceed 60		Farmland of local importance, if irrigated		Interstate Highways
			Farmland of local importance, if irrigated		US Routes
					Major Roads
					Local Roads
					Background
					Aerial Photography

## Farmland Classification

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CcC3	Cecil clay loam, 6 to 10 percent slopes, severely eroded	Not prime farmland	0.0	0.0%
CcD3	Cecil clay loam, 10 to 15 percent slopes, severely eroded	Not prime farmland	4.2	3.3%
CdC2	Cecil sandy loam, 6 to 10 percent slopes, moderately eroded	Farmland of statewide importance	1.5	1.1%
CdD2	Cecil sandy loam, 10 to 15 percent slopes, eroded	Not prime farmland	6.1	4.8%
CdF	Cecil sandy loam, 25 to 35 percent slopes	Not prime farmland	6.7	5.3%
Gh	Gullied land, hilly	Not prime farmland	27.8	21.9%
LcC3	Lloyd clay loam, 6 to 10 percent slopes, severely eroded	Not prime farmland	0.9	0.7%
Mv	Riverview-Chewacla complex, 0 to 2 percent slopes, frequently flooded	Not prime farmland	19.3	15.2%
PaD	Pacolet sandy loam, 15 to 25 percent slopes	Not prime farmland	34.9	27.5%
PaE3	Pacolet clay loam, 15 to 25 percent slopes, severely eroded	Not prime farmland	25.6	20.1%
<b>Totals for Area of Interest</b>			<b>126.9</b>	<b>100.0%</b>

## Description

Farmland classification identifies map units as prime farmland, farmland of statewide importance, farmland of local importance, or unique farmland. It identifies the location and extent of the soils that are best suited to food, feed, fiber, forage, and oilseed crops. NRCS policy and procedures on prime and unique farmlands are published in the "Federal Register," Vol. 43, No. 21, January 31, 1978.

## Rating Options

*Aggregation Method:* No Aggregation Necessary

*Tie-break Rule:* Lower

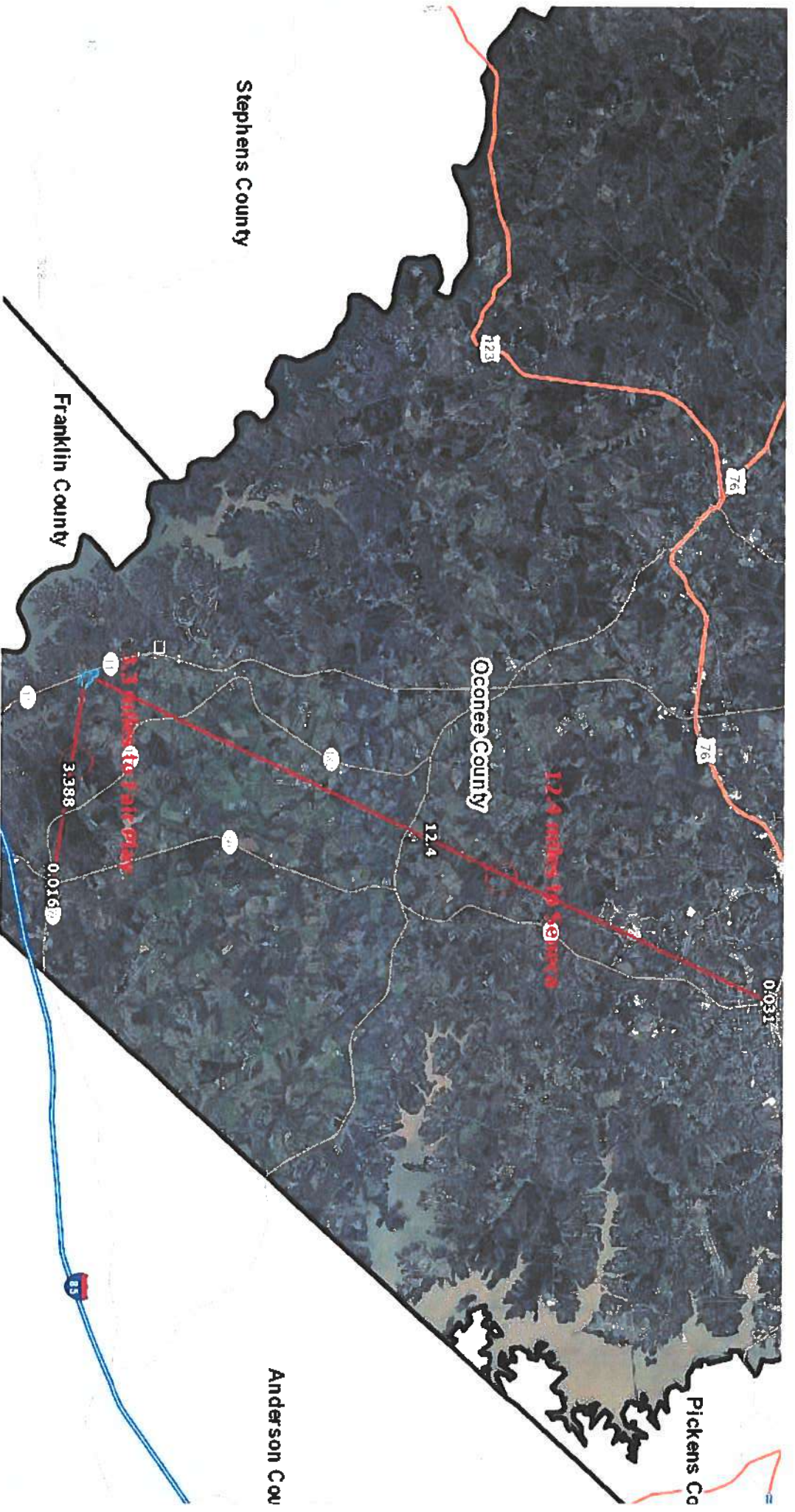


Crawford Mill target property in relation to other preserved properties





Crawford Mill target property in relation to municipalities



#### Enforcement Party Narrative

Oconee Soil and Water Conservation District holds easement on over 2700 acres in Oconee County. OSWCD maintains a monitoring account with Oconee Federal Savings and Loan which is held in the event that any issue comes up and any of the held easements have to be defended in a court of law. Since 2005 when the OSWCD easement program was put into place there has not been an incident requiring litigation. There have been no issues that have arisen that have not been worked out by discussion with the land owners and those have been few. Stewardship fees of 1 to 5 % of the conservation easement value are donated at closing by the grantor of each easement and have provided the needed funds to maintain the monitoring account and each new easement continues to add funds to the mitigation account.



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: October 5, 2021  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Request for the Council to approve in-kind materials equivalent to an amount not to exceed \$30,000.00, for the Foothills Agriculture Resource and Marketing (FARM) Center's improvement efforts.

**BACKGROUND OR HISTORY:**

Since receiving a South Carolina Department of Agriculture Community grant in 2019, the FARM Center has been working to expand the footprint of the fairgrounds to enlarge educational and agricultural displays for major events, add an access road, and expand parking.

The grant funds of \$100,000 and the County's matching funds of \$30,000 went toward this work to improve the safety of the public and expand access to the grounds for events such as the annual Carolina Foothills Heritage Fair, Saturday farmers' markets, and other events such as the Thrive Summer Concert Series. The FARM Center also hosts rodeos, 4-H horse shows, team roping, and barrel racing. Since its inception in 2008, the FARM Center has supported Oconee County residents through the Foothill's Heritage Fair and the Foothill's Heritage Market by providing youth scholarships to college, leadership camps, beekeeping courses, and investment in start-up business costs for beekeeping youth.

The FARM Center also supports other charitable groups within Oconee County, such as band boosters, baseball teams, FFA and ROTC programs at local schools, the Shriners and the Masons. Additionally, the FARM Center has increased the USDA/DSS Senior Voucher program in Oconee County by creating Market Tokens for seniors to have more dollars to spend on fresh, local, healthy foods. The farmers' market attracted 350 to 450 visitors weekly last year, 80 percent of which were visitors from outside Oconee County, and over 11,000 people pass through the FARM Center annually. In-kind materials will help continue these and other future improvements to the FARM Center property.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**FINANCIAL IMPACT:**

Check Here if Item Previously approved in the Budget.

**Approved by:** \_\_\_\_\_ **Finance**

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

**Approved by:** \_\_\_\_\_ **Grants**

**ATTACHMENTS**

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council approve in-kind materials equivalent to an amount not to exceed \$30,000.00, for the Foothills Agriculture Resource and Marketing Center for the continuation of improvements.

**Submitted or Prepared by:**

**Approved for Submittal to Council:**

\_\_\_\_\_  
**Madeline Compton, Grants Writer**

\_\_\_\_\_  
**Amanda Brock, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: October 5, 2021

## ITEM TITLE:

**Title: County Wide Extreme Network Switches**

**Department: IT**

**Amount: \$ 180,985.10**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2021-2022 budget process.

Budget: **\$45,000.00**

Project Cost: **\$ 36,197.02 - 1<sup>st</sup> Year Payment of Project**

**Balance: \$8,802.98**

(See description of payment plan below.)

Finance Approval: \_\_\_\_\_

## BACKGROUND DESCRIPTION:

This purchase is for the replacement of all of the access layer switches at Pine Street and remote locations with Extreme Network switches to include five-year hardware and software support. Extreme Network switches provide advanced network edge features, including cloud-enabled management, on-demand provisioning, and secure branch routing, to provide fast, reliable, and secure wired connectivity.

The current switches are 7-10 years old and have reached their end of life and no longer have technical support. The purchase of the Extreme Network switches will provide an improved infrastructure with simplified management and serviceability. The network refresh will allow Oconee County IT the capability of managing its data, voice and wireless throughout the County upon completion of the county-wide implementation. The new switches will be managed with a cloud-based system. The County is currently utilizing the Extreme Network wireless infrastructure that will tie in with the cloud portal for management.

## SPECIAL CONSIDERATIONS OR CONCERNS:

The SC Materials Management Office has awarded state contract # 4400025778 for Network Hardware and Firewall to Extreme Networks. Encore Technology Group of Greenville, SC is an authorized reseller.

Extreme Networks announced on September 17, 2021 the pricing for the Extreme Network switches would be increasing as of October 1, 2021. Encore Technology Group has agreed to hold pricing pending Council approval.

Extreme Networks, Inc./Extreme Capital Solutions has offered a payment plan agreement for the equipment for 5 years. The payments will be as follows:

Payment 1: \$36,197.02 due on December 1, 2021

Payment 2: \$36,197.02 due on December 1, 2022

Payment 3: \$36,197.02 due on December 1, 2023

Payment 4: \$36,197.02 due on December 1, 2024

Payment 5: \$36,197.02 due on December 1, 2025

The purchase for the Extreme Network switches is a total of \$180,985.10; which includes equipment, five-year hardware and software support, sales tax, and interest.

It is staff's recommendation to approve the purchase of access layer switches and subsequent payment plan. The department has \$40,000.00 allocated in the FY 21-22 budget for this purchase. They will include future payments in each year's corresponding budget requests.

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**ATTACHMENT(S):**

1. Encore Technology Group Quote
2. State Contract # 4400025778 & Pricing
3. Pricing Breakdown
4. Payment Plan Agreement

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council;

1. Approve the purchase of the county wide Extreme Network switches in the amount of \$180,985.10;
2. Authorize the County Administrator to execute the Payment Plan Agreement in substantially the same form as attached hereto (or with such material changes as benefit the County, upon advice of the County Attorney), along with such other documents necessary to effect this purchase.

Submitted or Prepared By: \_\_\_\_\_  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: \_\_\_\_\_  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



**Prepared For**  
 Oconee County Government  
 Drew Browning  
 415 South Pine Street  
 Walhalla, SC 29691  
 dbrowning@oconeesc.com  
 (864) 718-1036

**Prepared By**  
 Matt Fowler  
 Phone: 888-983-6267  
 Email: mfowler@encoretg.com

Hardware		Price	Qty	Extended
5420M-48W-4YE	5420M 48port 802.3bt 90w PoE Switch	\$3,280.60	16	\$52,489.60
97004-5420M-48W-4YE-5	EW NBD AHR 5420M-48W-4YE	\$1,758.93	16	\$28,142.88
XN-ACPWR-920W	920W AC Power Supply	\$491.79	33	\$16,229.07
10099	PWR CORD,15A,USA,NEMA5-15,C15	\$11.74	33	\$387.42
10304	1m SFP+ Cable	\$59.90	12	\$718.80
5420M-24W-4YE	5420M 24port 802.3bt 90w PoE Switch	\$2,187.74	17	\$37,191.58
97004-5420M-24W-4YE-5	EW NBD AHR 5420M-24W-4YE	\$1,214.29	17	\$20,642.93
SC-4400025778	SC State Contract Extreme Network & Product Services SC State Contract Extreme Network & Product Services	\$0.00	1	\$0.00
Pricing on this quote expires September 30, 2021.				
			<b>Hardware Subtotal</b>	<b>\$155,802.28</b>

Recap	Amount
Hardware	\$155,802.28
<b>Subtotal</b>	<b>\$155,802.28</b>
<b>Tax</b>	<b>\$9,348.14</b>
<b>Total</b>	<b>\$165,150.42</b>

Quote valid for 30 days. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Certain prices are subject to an earlier expiration date if an earlier expiration date is communicated to client verbally or in writing. All sales are exclusively subject to and conditioned upon the terms and conditions of sale posted at <http://www.encoretg.com/terms-and-conditions>, and any other additional or different terms are objected to and rejected unless Encore expressly agrees to them in a signed writing.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

<p><b>Extreme Network &amp; Product Services</b></p> <p>Solicitation Number: 5400020963</p> <p>Contract Period:  <b>03/27/2021 to 03/26/2026</b></p> <p><b>Last Updated: 04/18/2021</b></p>	<p><b>ITMO Procurement Manager</b></p> <p>Randy Barr, Sr.</p> <p>803-896- 5232</p> <p><a href="mailto:rbarr@mmo.sc.gov">rbarr@mmo.sc.gov</a></p>
---	--

**Extreme Networks**

**VENDORS**

**Extreme Networks**

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**CONTRACT #: 4400025778**  
**VENDOR # 7000125550**

**Extreme Networks, Inc. Point of Contacts:**  
**Michael Swierk**  
Extreme Networks, Inc.  
Phone: 336-558-5966  
Email: [mswierk@extremenetworks.com](mailto:mswierk@extremenetworks.com)

**[Contract Terms & Conditions](#)**

**[Contract Pricing](#)**

**[Discount % Off MSRP](#)**

<b>Wired &amp; Wireless Solutions</b>	<b>38%</b>
<b>Management &amp; Automation Solutions</b>	<b>38%</b>
<b>Security</b>	<b>38%</b>
<b>Maintenance</b>	<b>12% HW   6% SW</b>
<b>Professional Services</b>	<b>10%</b>
<b>Training</b>	<b>5%</b>

**As part of Contract 4400025778, the State and Extreme Networks negotiated a Master Services Agreement and Public Sector Addendum that governs the rights to use the offerings. Contact the Procurement Officer to review the full agreement.**

**Extreme Network, Inc. SC State Term Contract - Purchase order and invoicing process for ordering from the Resellers:**

**Contract Number:** 4400025778

**Awarded To: Extreme Networks**

6480 Via Del Oro  
San Jose, CA 95119

**(1)** SC Agency/Customer places Purchase Order to **Extreme Networks.**, and in the remarks section note in **C/O "Place Your Resellers Name Here"** and their applicable address, referencing State of SC Purchase Order Number issued under State Term Contract 4400025778

**(2) Submit Purchase Order to Reseller NOT Extreme Networks, Inc. Yes to the Reseller and not to Extreme. They have been partenered together by the CG office.**

**(3)** Remittance of funds due and payable under this invoice is to be made to the applicable reseller.

**(4)** Customer remits payment to the Reseller, referencing the issued Purchase Order Number and contract number 4400025778



## **AUTHORIZED RESELLERS FOR EXTREME CONTRACT 4400025778**

### **Data Network Solutions : [orders@datanetworksolutions.com](mailto:orders@datanetworksolutions.com)**

629 Lake Tide Dr. Chapin, SC 29036  
704-905-1920

Data Network Solutions Tax ID is : 56-2113683

Data Network Solutions SC State Vendor ID : 7000035473

**E-rate spin number -** 143021096

### **PC Solutions and Integration**

4937 SW 75th Ave

Miami, FL 33155

Email: [sales@pcsusa.net](mailto:sales@pcsusa.net)

Contact: Natasha Rolle P: 305-667-0633

Tax ID – 65-0798706

SC Vendor # - 7000296124

**E-rate spin number –** 143035405

### **CNIC**

200 Crown Centre Drive, Suite C –

Charlotte, NC 28227-7702

Email: [gary.snyder@cnic-inc.com](mailto:gary.snyder@cnic-inc.com)

POC: Gary Snyder 704-344-0090

Tax ID – 99341929

SC Vendor ID – 7000101462

**E-rate spin number –** 143024151

### **A3**

1038 Kinley Road

Irmo, SC 29063

Email: [hthornton@a3communications.com](mailto:hthornton@a3communications.com)

Phone Number: Direct: 803-744-5000 x 5041 | Mobile: (678) 630-9134

Tax ID – 57-1058226

State Vendor # - 7000032663

**E – rate spin Number –** 143007309

### **Encore Technology Group**

141 Grace Drive

Easley, SC 29640

[insidesales@encoretg.com](mailto:insidesales@encoretg.com)

P: 888-983-6267

Tax ID # 46-1594391

State Vendor #

7000195727

**E – rate spin Number –** 143037152T

**PRODUCT PRICE LIST**  
**UNITED STATES Price List**  
**As of February 01, 2021**

**Extreme Networks, LLC.**  
**State Contract # 4400025778**

Part Number	Product Name	Product Description	Product List Price	Discount	Contract Price
<b>ExtremeAnalytics</b>					
<b>Universal</b>					
<b>5420</b>					
<b>Hardware</b>					
5420M-48W-4YE	5420M 48port 802.3bt 90w PoE Switch	ExtremeSwitching 5420M 48 10/100/1000BASET FDH/HDX 802.3bt 90W PoE 2 stacking/SFP-DD 4 10/25G unpopulated SFP28 MACsec capable includes fan module 2 unpopulated modular PSU slots. Includes 1 year XIQ Pilot cloud subscription.	\$8,105.00	38%	\$5,025.10
<b>ExtremeSwitching</b>					
<b>Universal</b>					
<b>5420</b>					
<b>Accessories</b>					
XN-ACPWR-920W	920W AC Power Supply	920W AC PoE PSU supported on PoE models of 5420 switches	\$1,215.00	38%	\$753.30
<b>POWER CORDS, OPTICS, OPTICAL CABLES</b>					
<b>Power Cords</b>					
10099	PWR CORD15AUSANEMAS-15C15	Power Cord 15A USA NEMA 5-15 IEC320-C15	\$29.00	38%	\$17.98
<b>POWER CORDS, OPTICS, OPTICAL CABLES</b>					
<b>Optics &amp; Optical Cables</b>					
<b>SFP+ 10G Modules and Cables</b>					
10304	1m SFP+ Cable	10 Gigabit Ethernet SFP+ passive cable assembly 1m length.	\$148.00	38%	\$91.76
<b>ExtremeSwitching</b>					
<b>Universal</b>					
<b>5420</b>					
<b>Hardware</b>					
5420M-24W-4YE	5420M 24port 802.3bt 90w PoE Switch	ExtremeSwitching 5420M 24 10/100/1000BASET FDH/HDX 802.3bt 90W PoE 2 stacking/SFP-DD 4 10/25G unpopulated SFP28 MACsec capable includes fan module 2 unpopulated modular PSU slots. Includes 1 year XIQ Pilot cloud subscription.	\$5,405.00	38%	\$3,351.10

**SERVICE PRICE LIST**  
**UNITED STATES Price List**  
**As of February 01, 2021**

## Extreme Networks Service Part Information

Service Part Number	Service Number	Service Suffix	Product Part Number	Service Program	Service Type	Service List Price	Discount	Contract Price	Service Name	Product Name	Service Class
97004-5420M-24W-4YE	97004	5420M-24W-4YE	5420M-24W-4	ExtremeWork	NBD AHR	\$272.00	12%	\$239.36	EW NBD AHR 5420M-24W-4YE	EW NBD AHR 5420M-24W-4YE	Hardware
97004-5420M-48W-4YE	97004	5420M-48W-4YE	5420M-48W-4	ExtremeWork	NBD AHR	\$394.00	12%	\$346.72	EW NBD AHR 5420M-48W-4YE	EW NBD AHR 5420M-48W-4YE	Hardware

Item Number	Quantity	Description	Manufacturer List Price	State Contract Discount Rate	Discount Amount	SC State Contract Price Each	Encore Sales Price	Extended Price
5420M-48W-4YE	16	5420M 48port 802.3bt 90w PoE Switch	\$8,105.00	38%	\$3,079.90	\$5,025.10	\$3,280.60	\$52,489.60
97004-5420M-48W-4YE-5	16	EW NBD AHR 5420M-48W-4YE (per year \$394.00) Per Switch per year for 5 years	\$1,970.00	12%	\$236.40	\$1,733.60	\$1,758.93	\$28,142.88
XN-ACPWR-920W	33	920W AC Power Supply	\$1,215.00	38%	\$461.70	\$753.30	\$491.79	\$16,229.07
10099	33	PWR CORD, 15A, USA, NEMA5-15, C15	\$29.00	38%	\$11.02	\$17.98	\$11.74	\$387.42
10304	12	1m SFP+ Cable	\$148.00	38%	\$56.24	\$91.76	\$59.90	\$718.80
5420M-24W-4YE	17	5420M 24port 802.3bt 90w PoE Switch	\$5,405.00	38%	\$2,053.90	\$3,351.10	\$2,187.74	\$37,191.58
97004-5420M-24W-4YE-5	17	EW NBD AHR 5420M-24W-4YE (per year \$272.00) Per Switch per year for 5 years	\$1,360.00	12%	\$163.20	\$1,196.80	\$1,214.29	\$20,642.93
Subtotal								<b>\$155,802.28</b>
Sales Tax (6%)								<b>\$9,348.14</b>
<b>Grand Total</b>								<b>\$165,150.42</b>

Leasing at 1.5% (per month) Breakdown	Principal	Interest	Total
Payment 1 Due December 1, 2021	33,030.08	3,166.94	36,197.02
Payment 2 Due December 1, 2022	33,030.08	3,166.94	36,197.02
Payment 3 Due December 1, 2023	33,030.08	3,166.94	36,197.02
Payment 4 Due December 1, 2024	33,030.08	3,166.94	36,197.02
Payment 5 Due December 1, 2025	33,030.08	3,166.94	36,197.02
<b>Total Lease</b>	165,150.40	15,834.70	<b>180,985.10</b>



September 23, 2021

County of Oconee  
415 South Pine Street  
Walhalla, SC 29691

Attention: Drew Browning  
Re: Payment Plan Agreement Number ECS2108001-L

Mr. Browning,

Enclosed are your documents for Payment Plan Agreement Number ECS2108001-L. Please sign and return the signed documents via scan as soon as possible, so that we may process your order.

- ✓ Payment Plan Agreement Number ECS2108001-L
- ✓ Billing Information
- ✓ Insurance Information request
- ✓ Non-appropriation Rider
- ✓ DA – Delivery Acceptance (To be signed after delivery)

Once you have returned scanned copied of the documents via email, please return the original signed documents to the following address:

Extreme Networks, Inc.  
6480 Via Del Oro  
San Jose, CA 95119  
Attention: Kenny Mugan  
Tel: 408-579-3037  
[kmugan@extremenetworks.com](mailto:kmugan@extremenetworks.com)

We appreciate your business and allowing us to service your financing needs.

Sincerely,

Kelly Meltzer  
Program Manager, Extreme Capital

**Payment Plan Agreement ECS2108001-L**

**Customer:** County of Oconee  
**Address:** 415 South Pine Street  
Walhalla, SC 29691

**Billing Contact:** Drew Browning  
**Address:** 415 South Pine Street  
Walhalla, SC 29691

Licensor: Extreme Networks, Inc. ("Seller") Encore Technology Group, LLC

Products Included: Products as outlined in the Exhibit A ("Contract") dated September 23, 2021 between Seller and Customer

This Payment Plan Agreement ("PPA") is dated as of September 23, 2021 between the Customer named above ("**Customer**") and **Extreme Networks, Inc.** with its principal place of business at 6480 Via Del Oro, San Jose, CA 95119, together with its successors and assigns, ("**Payee**") with respect to the following facts: Customer has agreed to purchase from Seller equipment and/or licensed software ("**Acquired Products**") and services ("**Services**"), outlined in the Contract. Payee and Customer have agreed that instead of Customer making the payments due to Seller in connection with the Acquired Products and Services (such payments referred to as "**Fees**"), Payee shall satisfy Customer's payment obligation of the Fees and Customer shall make installment payments ("**Payments**") to Payee as set forth in the payment schedule below ("**Payment Schedule**").

1. FEES: The Fees set forth to be included herein consist of a total of **\$165,150.42** in Acquired Products and Services. In consideration of the agreement of Payee to pay the Fees to Seller, Customer hereby agrees to pay the Payment Amounts to Payee on an installment basis in accordance with the Payment Schedule set forth below.

2. PAYMENT SCHEDULE: Customer shall pay the Payment Amounts in accordance with the following schedule with each Payment Amount due and payable on the due date indicated below ("Due Date").

- Payment of \$ 36,197.02 due 12/01/2021**
- Payment of \$ 36,197.02 due 12/01/2022**
- Payment of \$ 36,197.02 due 12/01/2023**
- Payment of \$ 36,197.02 due 12/01/2024**
- Payment of \$ 36,197.02 due 12/01/2025**

3. OBLIGATIONS ABSOLUTE: Upon payment by Payee to Seller, to satisfy Customer's payment obligation of the Fees payable to Seller as described above, Customer's obligation to remit Payment Amounts to Payee, in accordance with the Payment Schedule set forth above shall be absolute, unconditional, non-cancelable, and nonrefundable, and shall not be subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense that Customer may have against Seller, Licensor, the Acquired Products, Services or otherwise for any reason whatsoever, including, but not limited to update of or transfer of the Acquired Products or Services. If full payment of each Payment Amount and other amounts due and payable is not received by Payee within 10 days of the Due Date set forth above, Customer agrees to pay to Payee interest on the overdue amount at the lesser of 1.5% per month or the maximum rate allowed by applicable law.

Customer agrees that Payee shall not assume any of Seller's obligations to Customer under the Contract. Customer shall make any claims under the Contract solely against Licensor or Seller, but shall nevertheless pay Payee all amounts due and payable under this PPA. Except with respect to the Payment Amounts, Licensor or Seller retains all other rights and remedies against Customer.

4. HARDWARE: Customer is responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, Customer agrees to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, Customer agrees to (1) insure the Equipment against all loss or damage naming Payee as loss payee, (2) maintain commercial general liability and third party property damage insurance, and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to Payee. All policies must provide that Payee be given thirty (30) days written notice of any material change or cancellation. If Customer does not provide evidence of acceptable insurance, Payee has the right, but no obligation, to obtain insurance covering our interest in the Equipment. In the event we obtain the above-described insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in

connection with the insurance we obtain. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide us with evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained. The insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time.

5. ASSIGNMENT: Customer shall not transfer or assign any of Customer's rights or obligations under this PPA without Payee's prior written consent. Customer hereby consents to Payee's assignment of Payee's rights and interests in and to all or a portion of the Payment Amounts set forth above to a third-party. Customer agrees not to assert against such third-party assignee any claim, defense or set-off that Customer may have against Payee.

6. DEFAULT, RIGHTS AND REMEDIES: In the event (a) Customer fails to pay, when due, any Payment Amount on the Due Date set forth above, and such default shall continue for a period of thirty (30) days; (b) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (c) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; or (d) Customer materially breaches or terminates the Agreement, then any and all Payment Amounts and all other amounts due hereunder and scheduled to become due hereunder shall become immediately due and payable by Customer, without demand or notice. In the event Payee shall institute any action for the enforcement of the collection of the Payment Amounts, there shall be immediately due from Customer, in addition to the unpaid Payment Amounts all costs and expenses of such action, including reasonable attorney's fees. No failure or delay on the part of Payee to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive.

This PPA constitutes the entire agreement regarding the subject matter herein between Customer and Payee and shall supersede any inconsistent terms set forth in the Contract and all prior oral and written understandings. No term or provision of this PPA may be amended, waived, discharged, or terminated except by a written instrument signed by both Payee and Customer. Except as provided above, the terms and conditions of the Contract remain in full force and effect. This PPA shall be governed by the laws of the State of New York and shall be deemed executed in this state as of the effective date set forth above. You expressly waive trial by jury as to all issues arising out of or related to this PPA.

7. COPY OF CUSTOMER SIGNATURE; NON-ORIGINAL SIGNATURE: A fax, electronically-transmitted or other non-original Customer-signed version of this PPA, when received by Payee, shall be binding on Customer for all purposes as if originally signed by

Customer. The Customer agrees that the only version of the PPA that is the original, for all purposes, is the version containing the Customer's original, faxed, electronically-transmitted or other non-original signature and the Payee's original signature.

RELATIONSHIP: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: We may ask for information such as (i) Business entities - your name, address, taxpayer identification and other information that will allow us to identify you; (ii) For individual, your name, address, and date of birth. We may also ask for identifying documents.

8. IMPORTANT INFORMATION FOR ESTABLISHING A

Executed by Customer: County of Oconee

Executed by Payee: Extreme Networks, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

### Signer Authorization

To Payment Plan Agreement ECS2108001-L dated September 23, 2021  
between County of Oconee ("Customer") and Extreme Networks, Inc. ("PPA")

The undersigned, hereby certifies to Extreme Networks, Inc. ("Payee"), its successors and assigns, that (a) the undersigned is a Corporate Officer or authorized signatory of Customer, (b) the above signatory on the PPA referenced herein has full right, capacity and power and is duly authorized by all requisite corporate action to execute, deliver and bind Customer to the foregoing PPA and (c) that the signature appearing above is in fact the signature of the person so authorized.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Signed:           \* \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**\* NOTE: Signatories of the Payment Plan Agreement and the Signer Authorization must be two different authorized signatories.**



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE**

**ORDINANCE 2021-23**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AGREEMENT BETWEEN OCONEE COUNTY AS LESSOR AND FAIRVIEW COMMUNITY CHURCH AS LESSEE FOR CERTAIN REAL PROPERTY LOCATED AT 16 PADGETT STREET, SENECA, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

**WHEREAS**, Oconee County, South Carolina (“County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts;

**WHEREAS**, Fairview Community Church (“FCC”), a non-profit corporation organized and existing under the laws of the State of South Carolina, desires to lease from County certain real property located at 16 Padgett Street, Seneca, South Carolina (the “Premises”) for purposes of operating a community resource and outreach center, to include providing resources and information related to substance abuse recovery, counseling, and vocational rehabilitation, as well as assisting with food insecurity and related issues, among other similar or closely related activities, all for the general public good;

**WHEREAS**, County desires to lease the Premises to FCC pursuant to the Ground Lease Agreement (the “Lease”) attached hereto as Exhibit A; and

**WHEREAS**, the Oconee County Council (“Council”) has reviewed the form of the Lease and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Lease, and Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Lease and all related agreements and documents necessary or incidental thereto.

**NOW, THEREFORE**, be it ordained by Council in meeting duly assembled that:

Section 1. Lease Approved. The Lease is hereby approved, and the County Administrator is authorized to execute and deliver the Lease in substantially the same form as Exhibit A.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator, with the advice of the County Attorney, is hereby authorized to negotiate such other documents and instruments that may be necessary or incidental to the Lease and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 4. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading, consistent with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this \_\_\_\_ of \_\_\_\_\_, 2021.

**ATTEST:**

\_\_\_\_\_  
Clerk to Oconee County Council

\_\_\_\_\_  
John Elliott  
Chair, Oconee County Council

First Reading:           October 5, 2021  
Second Reading:       \_\_\_\_\_  
Third Reading:         \_\_\_\_\_  
Public Hearing:         \_\_\_\_\_

*EXHIBIT A to Ordinance 2021-\_\_*

**GROUND LEASE AGREEMENT**

between

**THE COUNTY OF OCONEE, SOUTH CAROLINA**

as Lessor

and

**FAIRVIEW COMMUNITY CHURCH**

as Lessee

## GROUND LEASE AGREEMENT

**THIS GROUND LEASE AGREEMENT** (“Lease”) is made and entered into by **THE COUNTY OF OCONEE, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina, as lessor (“Lessor”) and **FAIRVIEW COMMUNITY CHURCH**, a non-profit corporation organized and existing under the laws of the State of South Carolina, as lessee (“Lessee”), dated as of \_\_\_\_\_, 2021 (the “Lease Commencement Date”).

### RECITALS:

**WHEREAS**, Lessor is the owner of certain real property designated as Lot Number 194 on a plat entitled “A Subdivision for Utica and Mohawk Cotton Mills, Inc.” recorded on October 11, 1950 in Plat Book G at Page 9, records of the Oconee County Register of Deeds. This property is addressed as 16 Padgett Street, Seneca, South Carolina. It consists of approximately .5 acres and currently carries tax map number 240-03-02-008 (the “Lease Property”);

**WHEREAS**, Lessor desires to lease the Lease Property to Lessee, and Lessee desires to lease the Lease Property from Lessor;

**WHEREAS**, Lessee desires to lease the Lease Property in order to make the Lease Property available for the following “Permitted Uses”: operating a community resource and outreach center, to include providing resources and information related to substance abuse recovery, counseling, and vocational rehabilitation, as well as assisting with food insecurity and related issues, among other similar or closely related activities, all for the general public good.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

### ARTICLE 1 - LEASE OF LEASE PROPERTY

Section 1.1. Lease Property. Lessor, for and in consideration of the rents, covenants, and conditions herein set forth, does hereby lease to Lessee, and Lessee does hereby lease from Lessor, the Lease Property, subject to all easements, restrictions, rights of way, and encroachments of record and subject to the terms, conditions, and provisions hereof.

Section 1.2. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent herein provided and observing and keeping the covenants, conditions, and terms of this Lease on Lessee’s part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Lease Property during the “Term” (as hereinafter defined) of this Lease without hindrance of Lessor or any person claiming under Lessor. Lessor hereby retains the right to enter upon and inspect the Lease Property at reasonable times and upon reasonable notice. Lessor further reserves the right to enter upon the Lease Property, without prior notice, in the event of an emergency condition or situation, as reasonably determined by Lessor.

### ARTICLE 2 - LEASE TERM

Section 2.1. Lease Term. The term of this Lease (the “Term”) shall commence on \_\_\_\_\_, 2021 and shall end \_\_\_\_\_, 2026, unless the Lease is terminated earlier, as provided herein. Provided Lessee has not defaulted in relation to a provision of this Lease, the Term shall automatically extend for successive one (1) year periods, up to a maximum



of two such one year extensions. The Term shall not automatically extend, however, if either party gives at least ninety (90) days' written notice of its desire to terminate the Lease prior to the end of the then-current one year term.

Section 2.2. Reversion. At the expiration or earlier termination of this Lease, whether by default, eviction, or otherwise, all improvements/infrastructure existing upon the Lease Property shall, without compensation to Lessee or any other party, then become or remain, as the case may be, the sole property of Lessor free and clear of all claims by Lessee or any third person attributable to Lessee.

### **ARTICLE 3 - RENT, TAXES, AND UTILITIES**

Section 3.1. Rent. In consideration for the use of the Lease Property, Lessee shall pay Lessor the sum of ten dollars (\$10.00) upon execution of the Lease as rent for the entire Term of the Lease.

Section 3.2. Taxes. Lessee shall, upon Lessor's request, annually pay, or reimburse Lessor for the payment of any *ad valorem* taxes assessed against the Lease Property.

Section 3.3. Utilities. Lessee shall be responsible for all charges incurred for water, heat, gas, electricity, trash disposal, and any and all other utilities used by Lessee at Lease Property.

Section 3.4. No Security Deposit. No security deposit is required hereunder.

### **ARTICLE 4 - USE OF LEASE PROPERTY**

Section 4.1. Permitted Uses. Lessor shall allow Lessee to use the Lease Property for the Permitted Uses, above described. Lessee shall only use the Lease Property for the Permitted Uses unless written consent for any other purpose is given by the Lessor.

Section 4.2. Unlawful, Hazardous, Offensive, and otherwise Impermissible Uses. Lessee will make no unlawful or offensive use of the Lease Property. Lessee shall not use the Lease Property, or any part of it, for any use or purpose that is hazardous on account of materials, fire, activities, or otherwise, or for any use or purpose that is unlawful, that is a nuisance, or that is offensive to others. Lessee recognizes that the Lessor is a governmental entity and is required to comply with numerous laws related to its relationships with other entities and the use of its property. These laws include constitutional requirements concerning church and state matters, for example, the First Amendment to the United States Constitution's limitations respecting the establishment of religion. Lessee will comply with all applicable laws regarding church and state. Therefore, at no time shall Lessee conduct or cause to be conducted any religious services or promote religious discussions at the Lease Property for the sake of any specific religion. Nor shall Lessee require any service recipients, contractors, subcontractors, employees, or volunteers to attend religious services or discussions, or distribute religious tracts, materials, or otherwise proselytize or promote religion at the Lease Property. At no time will anyone be restricted from attending, or required to attend, any study or assistance class because of their religious or cultural beliefs.

### **ARTICLE 5 – HAZARDOUS MATERIALS**

Section 5.1. Throughout the Term, Lessee and Lessee's employees, agents, sublessees, invitees, licensees, and contractors shall not cause, permit, or allow any substances, chemicals, materials, or pollutants (whether solid, liquid, or gaseous) deemed to be toxic or hazardous or the manufacture, storage, transport, or disposal of which is regulated, governed, restricted, or prohibited by any federal, state, or local agency or authority, or under any federal, state, or local law, ordinance,

rule, or regulation related to the environment, health, or safety (collectively, “Environmental Laws”), including, without limitation, any oil, gasoline, petroleum, petroleum by-products, hazardous substances, toxic substances, hazardous waste, asbestos, or asbestos containing materials (collectively, “Hazardous Materials”), to be handled, placed, stored, dumped, released, manufactured, used, transported, or located on, in, under, or about the Lease Property. Notwithstanding the foregoing, Lessee shall not be prohibited from handling, placing, storing, using and transporting Hazardous Materials that are required to be used by Lessee consistent with the Permitted Uses, so long as such materials are handled, used, stored and transported in accordance with applicable laws and regulations.

Section 5.2. Lessee shall give Lessor immediate written notice of any problem, spill, discharge, threatened discharge, or discovery or claim thereof, of any Hazardous Materials on or about the Lease Property.

## **ARTICLE 6 – IMPROVEMENTS**

Section 6.1. Improvements and Alterations. Lessee shall not undertake to materially improve, alter, or change the Lease Property without prior written consent of Lessor. All alterations, additions, and improvements made in or to the Lease Property shall, unless otherwise provided by written agreement, be the property of Lessor and remain and be surrendered with the Lease Property, and Lessee waives all claims for damages to or loss of any property belonging to Lessee that may be left in or upon the Lease Property, or which is attached thereto and/or becomes a fixture.

## **ARTICLE 7 – MAINTENANCE**

Section 7.1. Maintenance, Repairs, and Upkeep Provided by Lessee. Lessee shall be responsible for all necessary repairs to and maintenance of the Lease Property. Lessee shall ensure that the Lease Property is kept in clean and sanitary condition that is neat and orderly in appearance. Lessee shall be responsible for any abuse or destruction to any part of the Lease Property not due to ordinary wear and tear.

Section 7.2. As Is Condition of the Lease Property. The Lease Property is presented to Lessee by Lessor without representation or warranty as to the condition of the Lease Property in general, or as to Lessee’s contemplated uses specifically, and Lessee is accepting the Lease Property as is, with all faults.

## **ARTICLE 8 – LIENS**

Section 8.1. Prohibition of Liens. Lessee shall not suffer, create, or permit any mechanic’s liens or other liens to be filed against the Lease Property, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee.

## **ARTICLE 9 – CONDEMNATION**

Section 9.1. Condemnation. In the event the entire Lease Property shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking or conveyance made in lieu thereof, and Lessor and Lessee shall thereupon be released from any further duties or obligations hereunder. If a portion of the Lease Property is taken, or conveyance made in lieu thereof, then Rent shall be equitably apportioned

according to the portion of Lease Property so taken, and Lessee shall, at its own expense, restore the remaining portion of the Lease Property to operate as Permitted Uses. All compensation awarded or paid upon such a total or partial taking of Lease Property shall belong to and be the property of Lessor without any participation by Lessee; provided, however, Lessee shall have the right to pursue a collateral action seeking recovery of its costs and expenses associated with the termination of the Lease.

## **ARTICLE 10 - ASSIGNMENT AND SUBLETTING**

Section 10.1. Limitation on Assignment and Subletting. Lessee may not assign this lease or sublet the Lease Property or any part thereof, for any use, without the written consent of Lessor. In no event shall Lessee use or permit any portion of the Lease Property to be used for the manufacture, distribution, sale, or consumption of controlled substances or alcohol or for any activities which violate any federal, state, or local law or regulation. Lessee shall not permit political, lobbying, or religious activities on the Lease Property.

## **ARTICLE 11 – INSURANCE AND INDEMNITY**

Section 11.1. Comprehensive Liability Insurance. Lessee shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering the use and activity contemplated by this Lease with combined single limits of no less than One Million and 00/100 (\$1,000,000) Dollars per occurrence and One Million and 00/100 (\$1,000,000) Dollars aggregate, by the terms of which Lessor and Lessee, and any holder of a mortgage on the Lease Property or Lessee's leasehold interest, are named as insureds and are indemnified against liability for damage or injury to property or persons (including death) entering upon or using the Lease Property, or any structure thereon or any part thereof. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Lessor. A certificate of said insurance, together with proof of payment of the premium thereof shall be delivered to Lessor, and renewal certificates and proof of payment of premium therefor shall be delivered to Lessor not less than fifteen (15) days prior to the renewal date of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Lessor and Lessee, and any holder of a mortgage on the Lease Property. In the event Lessee fails to timely pay any premium when due, Lessor shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Lessee, to be paid by Lessee as additional rent hereunder.

Section 11.2. Waiver of Subrogation. Lessee and all parties claiming under it releases and discharges Lessor from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by the insurance to be carried on the Lease Property or in connection with any improvements/infrastructure on or activities conducted on the Lease Property, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, and shall evidence such waiver by endorsement to the required insurance policies, provided that such release shall not operate in any case where the effect is to invalidate or increase the cost of such insurance coverage (provided that in the case of increased cost, Lessor shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

Section 11.3. Additional Insurance: Lessor will not be responsible for any loss to personal

property of Lessee, or Lessee's, guests, invitees, licensees, sublessees, or others entering the Lease Property, due to fire, theft, or any other damages, including any acts of nature. Lessee understands that any insurance Lessor may have in relation to the Lease Property does not cover personal property due to loss and that it is the Lessee's responsibility to obtain insurance to cover such property.

Section 11.4. Indemnification. Lessee hereby agrees to indemnify, protect, defend, and hold Lessor and its officers, Council members, employees, agents, attorneys, successors, and assigns harmless from and against any and all losses, damages, actions, fines, penalties, demands, damages, liability, and expense, including attorneys' fees and costs through litigation and all appeals, in connection with the loss of life, personal injury, and damage to property, resulting (in whole or in part) from the negligence or intentional misconduct of Lessee, its employees, agents, or sublessees and arising from or out of (i) any occurrence in, upon, at or about the Lease Property and/or (ii) the occupancy, use, or construction upon and maintenance of the Lease Property. Nothing contained herein shall be construed to make Lessee liable for any injury or loss primarily caused by the gross negligence or willful misconduct of Lessor or any agent or employee of Lessor.

## **ARTICLE 12 - DEFAULTS AND REMEDIES**

Section 12.1. Defaults. Each of the following events shall be a default by Lessee and a breach of this Lease and constitute an "Event of Default":

- (a). Abandonment. Abandonment of the Lease Property, or the improvements/infrastructure now or hereafter constructed thereon, where such abandonment continues for a period of one hundred and twenty (120) consecutive days. Such abandonment shall not include any time that the Lease Property is vacated due to a casualty.
- (b). Attachment or Other Levy. The subjection of any right or interest of Lessee in the Lease Property to attachment, execution, or other levy, or to seizure under legal process, if not released within sixty (60) days, after written notice of same.
- (c). Default of Performance Under this Lease. The failure of Lessee to observe or perform any of its material covenants, conditions, or agreements under this Lease; or the material breach of any warranties or representations of Lessee under this Lease.
- (d). Insolvency; Bankruptcy. An assignment by Lessee for the benefit of creditors, or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment or satisfaction of Lessee's liabilities; or reorganization, dissolution, or arrangement on account of, or to prevent bankruptcy or insolvency; unless, in case of such that are involuntary on Lessee's part, the assignment, proceedings, and all consequent orders, adjudications, custodies and supervisions are dismissed, vacated, or terminated within sixty (60) days after the assignment, filing, or other initial event.

Section 12.2. Notice and Right to Cure. Lessee shall have sixty (60) days to cure a default after written notice is given by Lessor to Lessee, specifying the nature of the default; provided, however, that if after exercise of due diligence and its best efforts to cure such default Lessee is unable to do so within the sixty (60) day period, then the cure period may be extended, upon written agreement by Lessor, for a such reasonable time as may be deemed necessary by Lessor to cure the default.

Section 12.3. Remedies. If any default by Lessee shall continue uncured by Lessee upon expiration of the applicable cure period, Lessor may exercise any one or all of the following remedies in addition to all other rights and remedies provided by law or equity, from time to time, to which



Lessor may resort cumulatively or in the alternative:

- (a). Termination of Lease in its Entirety. Lessor may, at Lessor's election, terminate this Lease upon thirty (30) days written notice to Lessee. Thereafter, all of Lessee's rights in the Lease Property and in and to all improvements/infrastructure located thereon shall terminate upon termination of this Lease. Promptly upon any such termination, Lessee shall surrender and vacate the Lease Property and any other improvements/infrastructure located thereon, and Lessor may re-enter and take possession of the Lease Property and all improvements/infrastructure located thereon. Termination under this paragraph shall not relieve Lessee from any claim for damages previously accrued, or then accruing, against Lessee.
- (b). Re-entry Without Termination. Lessor may, at Lessor's election, re-enter the Lease Property and improvements/infrastructure located thereon, and without terminating this Lease, at any time, relet the Lease Property and improvements/infrastructure thereon, or any part(s) of them, for the account, and in the name of Lessee or otherwise, all upon rates and terms determined by Lessor, without hereby obligating Lessor to relet the Lease Property or make an effort to relet either or both of them in whole or in part, at any time. Any reletting may be for the remainder of the Term or for any longer or shorter period. Lessor shall have the further right, at Lessor's option, to make such reasonable and necessary alterations, repairs, replacements, and/or restorations which shall not operate or be construed to release Lessee from liability hereunder. No act by or on behalf of Lessor under this provision shall constitute a termination of this Lease unless Lessor gives Lessee written notice of termination.
- (c). Lessee's Personal Property. Lessor may, at Lessor's election, use Lessee's personal property and trade fixtures or any of such property and fixtures left on the Lease Property after termination or expiration of this Lease without compensation and without liability for use or damage, or Lessor may store them for the account and at the cost of Lessee. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item, or for the same item at a later time.
- (d). Appointment of Receiver. Lessor may, if Lessor elects to file suit to enforce this Lease and/or protect its rights hereunder, in addition to the other remedies provided in this Lease and by law, have the appointment of a receiver of the Lease Property and the improvements/infrastructure thereon.

Section 12.4. Remedies Cumulative. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Lessor from time to time at its election, and nothing contained herein shall be deemed to require Lessor to postpone suit until the date when the term of this Lease would have expired nor limit or preclude recovery by Lessor against Lessee of any sums or damages which, in addition to the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee. All of the remedies hereinbefore given to Lessor and all rights and remedies given to it at law and in equity shall be cumulative and concurrent.

Section 12.5. Lessee's Liability After Default. If Lessee shall default in the performance of any of its obligations under this Lease, Lessor, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Lessee, without notice in a case of emergency, and in any other case only if such default continues after the expiration of the curing period applicable under this Lease. Any reasonable expenses incurred by Lessor in connection with any such performance, and all reasonable attorneys' fees (subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*), including appellate, bankruptcy, and post-judgment proceedings involved in collecting or endeavoring to collect the rent or any additional rent or any part

thereof or enforcing or endeavoring to enforce any rights against Lessee or Lessee's obligations hereunder, shall be due and payable upon Lessor's submission of an invoice therefor. All sums advanced by Lessor on account of Lessee under this Section, or pursuant to any other provision of this Lease, and all rent, if delinquent or not paid by Lessee and received by Lessor when due hereunder, shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof until paid and the same shall be and constitute additional rent and be due and payable upon Lessor's demand therefor.

Section 12.6. Holdover. If Lessee remains in possession of the Lease Property or any part thereof after the expiration or earlier termination of this Lease, Lessee shall become a lessee at sufferance. Notwithstanding that Lessor may allow Lessee to continue in possession after the expiration or earlier termination of this Lease, neither that nor the provisions of this Section shall constitute a waiver of any of Lessor's rights under this Section or this Lease.

### **ARTICLE 13 - SURRENDER AND REMOVAL**

Section 13.1. Surrender of Possession. Upon the expiration of the Term or any earlier termination thereof, Lessee shall surrender to Lessor possession of the Lease Property and all improvements/infrastructure constructed located and installed thereon. If Lessee is not then in default under any of the covenants and conditions hereof, Lessee may remove, or cause to be removed, all personal property and equipment of Lessee, other than permanent fixtures, from the Lease Property prior to the expiration or effective date of termination of this Lease; thereafter all such personal property and equipment not removed shall belong to Lessor without the payment of any consideration.

Section 13.2. Lessee's Quitclaim. Upon the expiration of the Term, or any earlier termination of this Lease, Lessee agrees to execute, acknowledge, and deliver to Lessor, if requested by Lessor, a proper instrument in writing, releasing and quitclaiming to Lessor all right, title, and interest of Lessee in and to the Lease Property and all improvements/infrastructure thereon.

### **ARTICLE 14 – GENERAL PROVISIONS**

Section 14.1. Conditions and Covenants. All of the provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 14.2. Survival. All representations and warranties of Lessee or Lessor under this Lease shall survive the expiration or sooner termination of this Lease for acts occurring prior to expiration or termination of this Lease.

Section 14.3. No Waiver of Breach. No failure by either Lessor or Lessee to insist upon the strict performance by the other of any covenant, agreement, term, or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 14.4. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 14.5. Notices. Unless otherwise specifically provided in this Lease or by law, any and all notices or other communications required or permitted by this Lease or by law to be served on, given to, or delivered to any party to this Lease shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

LESSOR:

Oconee County  
415 South Pine Street  
Walhalla, SC 29691  
Attn: County Administrator

with a copy to:

Oconee County  
415 South Pine Street  
Walhalla, SC 29691  
Attn: County Attorney

LESSEE:

with a copy to:

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

Section 14.6. Captions. Captions in this Lease are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Lease or any of the terms hereof.

Section 14.7. Waiver; Amendment. No modification, waiver, amendment, discharge, or change of this Lease shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

Section 14.8. Attorney's Fees. If either party retains an attorney to enforce or interpret this Lease, the prevailing party shall be entitled to recover, in addition to all other items of recovery permitted by law, reasonable attorneys' fees and costs incurred through litigation, bankruptcy proceedings and all appeals. This provision is subject to §15-77-300 of the South Carolina Code of Laws, 1976, *as amended*.

Section 14.9. Time. Time is of the essence of each obligation of each party hereunder.

Section 14.10. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Section 14.11. Binding Effect. Subject to any provision of this Lease that may prohibit or curtail assignment of any rights hereunder, this Lease shall bind and inure to the benefit of the respective heirs, assigns, personal representatives, and successors of the parties hereto.

Section 14.12. Execution of Other Instruments. Each party agrees that it shall, upon the other's request, take any and all steps, and execute, acknowledge and deliver to the other party any and all further instruments necessary or expedient to effectuate the purpose of this Lease.

Section 14.13. Severability. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable or is otherwise challenged and determined to be invalid, illegal, or incapable of being enforced as a result of any rule of law or public policy issued by an administrative or judicial forum that is not subject to further appeal or is not actually appealed, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. In such event or if an opinion of counsel is provided

to the effect that this Lease is not so enforceable, the parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the parties as closely as possible and to comply with applicable law, regulations, or published governmental interpretations thereof, in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 14.14. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

Section 14.15. Estoppel Certificate. Either party shall execute, acknowledge, and deliver to the other party, within twenty (20) days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified); the date of the commencement of this Lease; any alleged defaults and claims against the other party; and such other information as shall be reasonably requested.

Section 14.16. Dispute Resolution; Waiver of Trial by Jury. Any conflict, dispute, or grievance (collectively, "Conflict") by and between Lessor and Lessee shall be submitted to mediation before court proceedings are initiated by either party. The mediator selected to conduct the mediation must be mutually agreed upon by Lessor and Lessee. Unless the parties otherwise agree, the mediator must be certified in South Carolina state and federal courts and have experience in matters forming the basis of the Conflict. The site for the mediation shall be Oconee County, South Carolina, and the mediation hearing shall be held within thirty (30) days of the selection of the mediator, unless otherwise agreed. Each party shall bear its own expenses associated with the mediation, and the parties shall split the fees and expenses of the mediator evenly. Failure to agree to the selection of a mediator or failure to resolve the Conflict through mediation will entitle the parties to pursue other methods of dispute resolution, including without limitation, litigation. Notwithstanding any other provision contained herein, nothing in this Agreement shall be construed as requiring either party to participate in mediation prior to initiating court proceedings in which a temporary restraining order or preliminary injunction is sought. In such situations, the parties shall conduct mediation within thirty (30) days after the hearing on such motions or within such other time as is prescribed by the Court.

LESSOR AND LESSEE MUTUALLY, EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, OR ARISING OUT OF ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSONS. THIS WAIVER IS A MATERIAL INDUCEMENT OF LESSEE AND LESSOR TO ENTER INTO THIS LEASE.

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Lease to be executed and delivered as of the day and year first above written.

***SIGNATURE PAGES FOLLOW***



IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

**THE COUNTY OF OCONEE, SOUTH  
CAROLINA**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LESSEE:

**FAIRVIEW SOUTHERN METHODIST  
CHURCH OF WEST UNION, SC**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DRAFT

## Oconee County Council

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[ksmith@oconeesc.com](mailto:ksmith@oconeesc.com)

John Elliott  
Chairman  
District I

Matthew Durham  
District II

Paul A. Cain  
Vice Chairman  
District III

Julian Davis, III  
Chairman Pro Tem  
District IV

J. Glenn Hart  
District V



The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be **only** on the third Tuesday of each of the three months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2021 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 4, 2021.

Notice of Public Hearing - There will be a public hearing at 6 p.m., Tuesday, October 5, 2021 IN Oconee County Council Chambers located at 415 S. Pine Street, Walhalla, SC 29691 for the following ordinance:

Ordinance 2021-20

"AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA"), AS FOLLOWS: (1) APPROPRIATING THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF SENECA ("SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT"); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SENECA WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO."



**Public Comment**  
**SIGN IN SHEET**  
**6:00 PM**

**October 5, 2021**

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	<b>FULL NAME</b>	<b>PURPOSE OF COMMENT</b>
1	Tony Adams	County Property
2	Perry Smith	
3	Mickey Haney	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.





**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: September 21, 2021 6:00 p.m.**

**Ordinance 2021-20** "AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA"), AS FOLLOWS: (1) APPROPRIATING THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF SENECA ("SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT"); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SENECA WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

**Everyone speaking before Council will be required to do so in a civil manner.**

**Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.**

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

**Please PRINT your name**

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OCONEE COUNTY BUDGET ORDINANCE NUMBER 2001-03  
 FISCAL YEAR 2001-2002  
 ROCK QUARRY ENTERPRISE FUND (FUND 017)

OLD ACCOUNT NUMBER	NEW ACCOUNT NUMBER	DESCRIPTION	APPROVED BUDGET
017 - 012 - 00200 - 02054	017 - 721 - 80719	ROCK QUARRY VEHICLE MAINTENANCE	\$ 200,000.00
017 - 012 - 00500 - 05054	017 - 721 - 81719	ROCK QUARRY GASOLINE	\$ 2,400.00
017 - 012 - 00540 - 05454	017 - 721 - 82719	ROCK QUARRY DIESEL	\$ 70,000.00
		FUND 017, DEPARTMENT 721 - TOTAL	\$ 272,400.00
<b>REGULAR SALARIES</b>			
017 - 054 - 00110 - 05400	017 - 719 - 10110 - 05400	QUARRY PLANT MANAGER	\$ 54,071.00
017 - 054 - 00110 - 05401	017 - 719 - 10110 - 05401	ADMINISTRATIVE ASSISTANT	\$ 26,934.00
017 - 054 - 00110 - 05402	017 - 719 - 10110 - 05402	HEAVY EQUIP OPERATOR IV R/C	\$ 26,659.00
017 - 054 - 00110 - 05403	017 - 719 - 10110 - 05403	HEAVY EQUIP OPERATOR IV R/C	\$ 30,005.00
017 - 054 - 00110 - 05404	017 - 719 - 10110 - 05404	HEAVY EQUIP OPERATOR IV R/C	\$ 36,902.00
017 - 054 - 00110 - 05405	017 - 719 - 10110 - 05405	HEAVY EQUIP OPERATOR IV R/C	\$ 36,902.00
017 - 054 - 00110 - 05406	017 - 719 - 10110 - 05406	DIESEL MECHANIC	\$ 24,411.00
017 - 054 - 00110 - 05407	017 - 719 - 10110 - 05407	QUARRY PLANT SUPERINTENDENT	\$ 33,408.00
017 - 054 - 00110 - 05408	017 - 719 - 10110 - 05408	HEAVY EQUIP OPERATOR IV R/C	\$ 36,902.00
017 - 054 - 00110 - 05409	017 - 719 - 10110 - 05409	HEAVY EQUIP OPERATOR IV R/C	\$ 30,906.00
017 - 054 - 00110 - 05410	017 - 719 - 10110 - 05410	HEAVY EQUIP OPERATOR III R/C	\$ 23,700.00
017 - 054 - 00110 - 05411	017 - 719 - 10110 - 05411	QUARRY SHOP FOREMAN	\$ 30,590.00
017 - 054 - 00110 - 05413	017 - 719 - 10110 - 05413	HEAVY EQUIP OPERATOR III R/C	\$ 24,411.00
017 - 054 - 00110 - 05414	017 - 719 - 10110 - 05414	QUARRY PLANT MECHANIC	\$ 27,741.00
017 - 054 - 00110 - 05415	017 - 719 - 10110 - 05415	EQUIPMENT OPERATOR II	\$ 21,910.00
017 - 054 - 00110 - 05416	017 - 719 - 10110 - 05416	EQUIPMENT OPERATOR II	\$ 22,568.00
017 - 054 - 00110 - 05417	017 - 719 - 10110 - 05417	EQUIPMENT OPERATOR III	\$ 23,700.00
		REGULAR SALARIES - TOTAL	\$ 511,720.00
<b>MISC SALARIES</b>			
017 - 054 - 00120 - 00700	017 - 719 - 10700	ANNIVERSARY SALARIES	\$ 15,702.00
017 - 054 - 00120 - 00710	017 - 719 - 10710	OVERTIME/COMP SAL/FRINGE	\$ 15,000.00
		MISC SALARIES - TOTAL	\$ 30,702.00
		SALARIES - OVERALL TOTAL	\$ 542,422.00
<b>FRINGE BENEFITS</b>			
017 - 054 - 00130 - 00013	017 - 719 - 20013	SOCIAL SECURITY	\$ 39,147.00
017 - 054 - 00130 - 00014	017 - 719 - 20014	RETIREMENT	\$ 35,053.00
017 - 054 - 00130 - 00015	017 - 719 - 20015	WORKERS COMPENSATION	\$ 43,329.00
017 - 054 - 00130 - 00016	017 - 719 - 20016	HEALTH INSURANCE	\$ 57,177.00
		FRINGE BENEFITS - SUBTOTAL	\$ 174,706.00
<b>GENERAL EXPENSE</b>			
017 - 054 - 00150 - 00018	017 - 719 - 30018	TRAVEL	\$ 404.00
017 - 054 - 00150 - 00022	017 - 719 - 30022	MAINTENANCE BUILDINGS/GROUNDS	\$ 13,400.00

Mickey Haney handout  
10/3

OCONEE COUNTY  
Fiscal Year 2020-2021

Check Register for 1/01/2021 through 1/31/2021  
GL Account 010-001-00010-71001 Oconee County TD Bank General Operating Account

VOIDED	Check / Epay Number	Check Date / GL Account	Vendor Number / Name	Payment Type	Epay	Amount Distributed to GL Accounts)	Check Amount
	274223	01/01/2021	80568 AE TECH CONSULTING LLC 010-711-30225-00371 Professional - OC Website Upgrade	Check	No	2,000.00	2,000.00
	274224	01/07/2021	81838 AFLAC INSURANCE 010-001-00009-73921 AFLAC Cancer Policy 010-001-00009-73919 AFLAC Accident	Check	No	7,851.96 4,771.08	12,623.04
	274225	01/07/2021	9389 AMERICAN REFUELER EQUIPMENT CO INC 010-001-00040-21725 Vehicle Inventory	Check	No	308.08	308.08
	274226	01/07/2021	89927 ANGIE DUNCAN 325-199-19410-00000 Incentive Pay-ES Value	Check	No	599.00	599.00
	274227	01/07/2021	1465 ASSOC OF PUBLIC LIBRARY ADMIN OF SC 010-206-30080-00000 Dues Organizations 240-200-30080-00200 DUES- ORGANIZATIONS	Check	No	91.89 508.00	600.00

Mickey Haney handout  
2 of 3



Oconee County, South Carolina  
 Administrator (717)  
 2021-2022 Budget

Description	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Approved Supplemental 09/17/2020	FY 2022 Approved 6/22/2021
Salary and Wages	377,110	289,040	100,211	208,415	213,819	222,349
Overtime	655	1,188	768	48	-	1,000
Social Security	26,250	19,365	7,253	15,681	19,494	17,086
Retirement	52,016	49,718	14,128	29,757	39,667	36,987
Workers Compensation	6,485	7,143	1,775	4,273	4,388	3,819
Health Insurance	44,836	23,749	16,495	32,191	18,278	27,417
Dental Insurance	1,939	1,515	667	191	1,100	1,650
Vision Insurance	316	247	109	15	200	300
Vehicle Allowance	10,200	9,023	-	-	-	-
<b>Salary and Wage Totals</b>	<b>519,806</b>	<b>400,988</b>	<b>141,405</b>	<b>290,571</b>	<b>296,946</b>	<b>310,608</b>
3% Cost of Living for all Employees	-	-	-	-	-	647,592
Tenure Adjustment	-	-	-	-	-	65,000
Communication Specialist						-
						<b>Cut \$58,111 during 3rd and Final Reading on 6.22.21. Moved to Professional.</b>
<b>New Position Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>712,592</b>
Travel	197	383	81	-	-	-
Professional	53,606	101,901	43,669	102,387	105,500	183,111
Copier Click Charges	2,284	2,599	1,696	1,262	2,500	2,500
Advertising	75,620	179,243	128,629	-	-	-
Dues: Organizations	2,280	6,250	7,285	3,100	7,000	7,000
Staff Development	3,511	2,489	1,366	6,748	2,500	2,500
Maint Building and Grounds	31,701	1,780	-	-	-	-
Small Equipment	1,100	1,290	2,109	1,956	1,000	3,000
Operational	8,630	14,242	1,719	4,507	10,000	6,000
Food	1,429	3,577	8,121	2,333	5,000	5,000
IT Replacement Eq/Software	2,546	-	-	4,270	-	-
Periodicals	109	-	-	-	110	110
Vehicle, Capital Expend	-	-	6,000	-	-	-
Capital Land - Utica Revit	-	-	-	2,897	-	-
Gravel Usage	-	-	2,108	2,111	-	-
Contingency	-	-	-	-	308,006	259,209
Contingency - COVID-19/Disaster	-	-	-	-	6,522	-
Vehicle Maintenance - Administrator	593	216	752	1,381	1,000	1,000
Gasoline - Administrator	709	322	505	1,072	1,500	1,500
Greenway Feasibility Study	-	-	-	-	-	75,000
<b>Expenditure Total</b>	<b>184,313</b>	<b>314,292</b>	<b>204,040</b>	<b>134,023</b>	<b>450,638</b>	<b>545,930</b>
<b>Department Total</b>	<b>704,119</b>	<b>715,280</b>	<b>345,445</b>	<b>424,594</b>	<b>747,584</b>	<b>1,569,130</b>
<b>Cost to Serve Analysis</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>
Percentage of Budget	1.60%	1.44%	0.72%	0.87%	1.43%	2.76%
Departmental Total Cost	704,119	715,280	343,337	422,484	439,578	1,309,921
Departmental Direct Revenue	-	-	-	-	-	-
Other Revenue	106,377	72,222	48,589	72,723	88,469	187,056
<b>Cost in Tax Dollars</b>	<b>597,742</b>	<b>643,058</b>	<b>294,748</b>	<b>349,761</b>	<b>351,109</b>	<b>1,122,865</b>
<b>Estimated Millage</b>	<b>1.15</b>	<b>1.23</b>	<b>0.55</b>	<b>0.64</b>	<b>0.63</b>	<b>2.00</b>
<b>Total Full Time Employees</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>
<b>Cost Per Employee</b>	<b>129,952</b>	<b>133,663</b>	<b>70,702</b>	<b>96,857</b>	<b>98,982</b>	<b>103,536</b>

Mickey Haney handout  
 3 of 3



Amanda Brock

2021-20

10/5 PH

**From:** classadmgr@upstatetoday.com  
**Sent:** Monday, September 13, 2021 8:40 AM  
**To:** Amanda Brock  
**Subject:** Classified Ad# 34265 Confirmation  
**Attachments:** 34265.pdf

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Good Morning, Attached is the proof of your ad. Please verify that the ad copy, billing address, and run date of 9/15 are correct and we will move forward with your ad. Thank you and have a blessed day! Heather

# Oconee Publishing

## dba THE JOURNAL

Classified Advertising

OCONEE COUNTY ADMIN. DEPT.  
 415 S PINE ST  
 WALHALLA, SC 29691

Acct#:63421  
 Ad#:34265  
 Phone#:864-638-4245  
 Date:09/13/2021

Salesperson: HMCALISTER      Classification: Legals      Ad Size: 1.0 x 3.80

**Advertisement Information:**

Description	Start	Stop	Ins.	Cost/Day	Total
The Journal	09/15/2021	09/15/2021	1	56.16	56.16

**Payment Information:**

<b>Date:</b>	<b>Order#</b>	<b>Type</b>
09/13/2021	34265	BILLED ACCOUNT

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**Total Amount: 56.16**

**Amount Due: 56.16**

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**Comments: Notice of Public Hearing Ordinance 2021-20**

**Attention: Please return the top portion of this invoice with your payment including account and ad number.**

**Ad Copy**

Notice of Public Hearing - There will be a public hearing at 6 p.m., Tuesday, October 5, 2021 in Oconee County Council Chambers located at 415 S. Pine Street, Waltham, SC 29691 for the following ordinance:

**Ordinance 2021-20**  
"AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 ("ARPA"), AS FOLLOWS: (1) APPROPRIATING THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF SENECA ("SENECA WATER AND WASTEWATER INFRASTRUCTURE PROJECT"); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO THREE MILLION AND 00/100 (\$3,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SENECA WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO."